

# OPERATIONS & ADMINISTRATIVE COMMITTEE AGENDA

**Called by:** Keith McDonald, Chairman  
**Members:** John Butitta, Jean Crosby,  
Paul Arena, Joe Hoffman, Dorothy  
Redd, Jaime Salgado

**DATE:** THURSDAY, JUNE 3, 2021  
**TIME:** 5:30 PM  
**LOCATION:** VIRTUAL MEETING - ZOOM  
(WINNEBAGO COUNTY YOUTUBE  
LIVE)

**The Winnebago County Board Chairman has determined that an in-person meeting is not practicable or prudent because of the COVID-19 pandemic.**

## **AGENDA:**

- A. Call to Order
- B. Roll Call
- C. Public Comment – This is the time we invite the public to address the Operations and Administrative Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- D. Public Hearing for the Reapportionment of County Board Districts pursuant to State law, 55 ILCS 5/2-3001, *et seq.*
- E. Resolution Urging the General Assembly and Governor to Assist Counties Required to Meet Deadlines to Reapportion County Board Districts Without Updated Federal Census Data
- F. Resolution Authorizing the Execution of a Renewal Agreement with SwedishAmerican Health System for Onsite Wellness Center Services
- G. Resolution Approving an Intergovernmental Agreement Between the County of Winnebago and Veterans Assistance Commission of Winnebago County
- H. County Administrator Appointment of Human Resources Director
- I. Other Matters
- J. Adjournment

**RESOLUTION  
OF THE  
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

2021 CR \_\_\_\_\_

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

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**RESOLUTION URGING THE GENERAL ASSEMBLY AND GOVERNOR TO ASSIST  
COUNTIES REQUIRED TO MEET DEADLINES TO REAPPORTION COUNTY  
BOARD DISTRICTS WITHOUT UPDATED FEDERAL CENSUS DATA**

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**WHEREAS**, Illinois law (55 ILCS 5/2-3001, *et seq.*) requires that county board districts be redrawn every ten years and requires the utilization of the federal census data to properly reapportion the county board districts; and

**WHEREAS**, due to the COVID-19 pandemic interfering with the decennial census process, the U.S. Census Bureau missed its statutory deadline of December 31, 2020, to deliver population counts to the President and Congress; and

**WHEREAS**, this further caused the U.S. Census Bureau to miss its April 1, 2021, deadline to send redistricting counts to the states; and

**WHEREAS**, this has caused an unpreventable consequence for Winnebago County, Illinois being unable to meet the requirements of the Illinois statute (55 ILCS 5/2-3001, *et seq.*) to reapportion county board districts by July 1, 2021; and

**WHEREAS**, the U.S. Census Bureau has announced that it will not release the new census data until September 2021; and

**WHEREAS**, without the federal census data, Illinois counties, including Winnebago County will not be able to fulfill statutory obligations and timetables to redraw county board districts in a manner that utilizes the most recent and updated population counts; and

**WHEREAS**, the ability to reapportion county board districts using updated numbers is essential to preserving elected representation at the county level that reflects the true and accurate population within Winnebago County; and

**WHEREAS**, the accuracy for representation is essential for giving voters a meaningful voice within their government and is therefore the foundation for maintaining the integrity and substance of representative government and our democratic institutions.

**NOW, THEREFORE BE IT RESOLVED**, that the County Board of the County of Winnebago, Illinois urges the General Assembly and the Governor to work with county leaders toward a viable solution intended to address the delay in the federal census data and to ensure that county board districts can be reapportioned using the most accurate numbers.

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effect immediately upon its adoption.

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Resolution to the Winnebago County Clerk, Winnebago County Administrator, and the Winnebago County Director of Development Services.

Respectfully submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

\_\_\_\_\_  
Keith McDonald, Chairman

\_\_\_\_\_  
John Butitta, Vice Chairman

\_\_\_\_\_  
Jean Crosby

\_\_\_\_\_  
Paul Arena

\_\_\_\_\_  
Joe Hoffman

\_\_\_\_\_  
Dorothy Redd

\_\_\_\_\_  
Jaime Salgado

**DISAGREE**

\_\_\_\_\_  
Keith McDonald, Chairman

\_\_\_\_\_  
John Butitta, Vice Chairman

\_\_\_\_\_  
Jean Crosby

\_\_\_\_\_  
Paul Arena

\_\_\_\_\_  
Joe Hoffman

\_\_\_\_\_  
Dorothy Redd

\_\_\_\_\_  
Jaime Salgado

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Joseph Chiarelli, Chairman of the  
County Board of the  
County of Winnebago, Illinois

ATTEST:

\_\_\_\_\_  
Lori Gummow, Clerk of the  
County Board of the  
County of Winnebago, Illinois



# Resolution Executive Summary

**Committee Date:** Thursday, June 3, 2021

**Committee:** Operations & Administrative

**Prepared By:** Chris Dornbush

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**Document Title:** Resolution Urging The General Assembly And Governor To Assist Counties Required To Meet Deadlines To Reapportion County Board Districts Without Updated Federal Census Data

**State Law:** 55ILCS 5/2-3001, et seq.

**Board Meeting Date:** Thursday, June 10, 2021

**Budget Information:**

Was item budgeted? NA	Appropriation Amount: \$
If not, explain funding source:	
ORG - OBJ - Project Code:	Budget Impact:

**Background Information:**

Every 10 years the U.S Census Bureau counts the U.S. population as mandated by the U.S. Constitution. The State of Illinois requires that Counties sized and structured as Winnebago County reapportion the board districts by July 1, 2021. Statute further requires a meeting to be held by the 3<sup>rd</sup> Wednesday of May regarding a reapportionment plan. However, due to the federal government missing the set deadlines, this process (redistricting) is not able to follow the outlined statute. The U.S. Census Bureau data must be used for the reapportionment of county board districts and cannot be substituted. Until the U.S. Census Bureau provides the data, the County is unable to proceed with reapportioning. The County Board Chairman sent a letter addressing these concerns to the Illinois General Assembly Representatives.

**Recommendation:**

Winnebago County Administration recommends complying with State Statute, until further direction can be given by the State.

**Contract/Agreement:**

No

**Legal Review:**

Yes – State Statute.

**Follow-Up:**

The County Board Chairman will update the Board as the situation develops.



**Joseph V. Chiarelli**

County Board Chairman

**County of Winnebago**

May 13, 2021

RE: Reapportionment of Winnebago County Board Districts Timeline

Dear Illinois General Assembly Representatives:

The Illinois law (55 ILCS 5/2-3001, et seq.) requires that county board districts be redrawn every ten years and requires the utilization of the federal census data to properly reapportion the county board districts. Due to the COVID-19 pandemic interfering with the decennial census process, the U.S. Census Bureau missed its statutory deadline of December 31, 2020, to deliver population counts to the President and Congress. This further caused the U.S. Census Bureau to miss its April 1, 2021, deadline to send redistricting counts to the states. Ultimately, this has caused an unpreventable consequence for Winnebago County, Illinois being unable to meet the requirements of the Illinois statute (55 ILCS 5/2-3001, et seq.) to reapportion county board districts by July 1, 2021. In addition, the U.S. Census Bureau has announced that it will not release the new census data until September 2021. Without the federal census data, Illinois counties, including Winnebago County will not be able to fulfill statutory obligations and timetables to redraw county board districts in a manner that utilizes the most recent and updated population counts. The ability to reapportion county board districts using updated numbers is essential to preserving elected representation at the county level that reflects the true and accurate population within Winnebago County. The accuracy for representation is essential for giving voters a meaningful voice within their government and is therefore the foundation for maintaining the integrity and substance of representative government and our democratic institutions. Winnebago County, Illinois urges the General Assembly and the Governor to work with county leaders toward a viable solution intended to address the delay in the federal census data and to ensure that county board districts can be reapportioned using the most accurate numbers.

Sincerely,

*Joseph V. Chiarelli*  
Joseph Chiarelli

Chairman of the County Board  
of the County of Winnebago, Illinois

**Information maintained by the Legislative Reference Bureau**

Updating the database of the Illinois Compiled Statutes (ILCS) is an ongoing process. Recent laws may not yet be included in the ILCS database, but they are found on this site as Public Acts soon after they become law. For information concerning the relationship between statutes and Public Acts, refer to the Guide.

Because the statute database is maintained primarily for legislative drafting purposes, statutory changes are sometimes included in the statute database before they take effect. If the source note at the end of a Section of the statutes includes a Public Act that has not yet taken effect, the version of the law that is currently in effect may have already been removed from the database and you should refer to that Public Act to see the changes made to the current law.

## **COUNTIES**

### **(55 ILCS 5/) Counties Code.**

(55 ILCS 5/Div. 2-3 heading)

#### Division 2-3. Reapportionment of County for Election of County Board

(55 ILCS 5/2-3001) (from Ch. 34, par. 2-3001)

Sec. 2-3001. Definitions. As used in this Division, unless the context otherwise requires:

a. "District" means a county board district established as provided in this Division.

b. "County apportionment commission" or "commission" means the county clerk, the State's Attorney, the Attorney General or his designated representative and the chairmen of the county central committees of the first leading political party and the second leading political party as defined in Section 1-3 of The Election Code.

c. "Population" means the number of inhabitants as determined by the last preceding federal decennial census.

d. "Member" or "board member" means a person elected to serve on the county board.

(Source: P.A. 86-962.)

(55 ILCS 5/2-3002) (from Ch. 34, par. 2-3002)

Sec. 2-3002. Counties with population of less than 3,000,000 and with township form of government.

(a) Reapportionment required. By July 1, 1971, and each 10 years thereafter, the county board of each county having a population of less than 3,000,000 inhabitants and the township form of government shall reapportion its county so that each member of the county board represents the same number of inhabitants. In reapportioning its county, the county board shall first determine the size of the county board to be elected, which may consist of not less than 5 nor more than 29 members and may not exceed the size of the county board in that county on October 2, 1969. The county board shall also determine whether board members shall be elected at large from the county or by county board districts.

If the chairman of the county board is to be elected by the voters in a county of less than 450,000 population as provided in Section 2-3007, such chairman shall not be counted as a member of the county board for the purpose of the limitations on the size of a county board provided in this Section.

(b) Advisory referenda. The voters of a county may advise the county board, through an advisory referendum, on questions concerning (i) the number of members of the county board to be elected, (ii) whether the board members should be elected from single-member districts, multi-member districts, or at-large, (iii) whether voters will have cumulative voting rights in the election of county board members, or (iv) any combination of the

preceding 3 questions. The advisory referendum may be initiated either by petition or by ordinance of the county board. A written petition for an advisory referendum authorized by this Section must contain the signatures of at least 8% of the votes cast for candidates for Governor in the preceding gubernatorial election by the registered voters of the county and must be filed with the appropriate election authority. An ordinance initiating an advisory referendum authorized by this Section must be approved by a majority of the members of the county board and must be filed with the appropriate election authority. An advisory referendum initiated under this Section shall be placed on the ballot at the general election designated in the petition or ordinance.

(Source: P.A. 93-308, eff. 7-23-03.)

(55 ILCS 5/2-3002.5)

Sec. 2-3002.5. Beginning with members elected at the general election in 2002, counties having a population between 800,000 and 3,000,000 according to 2000 decennial census shall have no more than 18 members on their county board. If the chairman of the county board is elected at-large by the voters of the county as provided in Section 2-3007, the chairman shall not be counted as a member of the county board for the purpose of the limitations on the size of the county board provided in this Section. Neither a member nor the chairman of that county board shall serve simultaneously as commissioner or president of the board of commissioners of the forest preserve district. No person shall seek election to both the county board and the forest preserve commission at the same election.

(Source: P.A. 91-933, eff. 12-30-00.)

(55 ILCS 5/2-3003) (from Ch. 34, par. 2-3003)

Sec. 2-3003. Apportionment plan.

(1) If the county board determines that members shall be elected by districts, it shall develop an apportionment plan and specify the number of districts and the number of county board members to be elected from each district and whether voters will have cumulative voting rights in multi-member districts. Each such district:

a. Shall be substantially equal in population to each other district;

b. Shall be comprised of contiguous territory, as nearly compact as practicable; and

c. May divide townships or municipalities only when necessary to conform to the population requirement of paragraph a. of this Section.

d. Shall be created in such a manner so that no precinct shall be divided between 2 or more districts, insofar as is practicable.

(2) The county board of each county having a population of less than 3,000,000 inhabitants may, if it should so decide, provide within that county for single member districts outside the corporate limits and multi-member districts within the corporate limits of any municipality with a population in excess of 75,000. Paragraphs a, b, c and d of subsection (1) of this Section shall apply to the apportionment of both single and multi-member districts within a county to the extent that compliance with paragraphs a, b, c and d still permit the establishment of such districts, except that the population of any multi-member district shall be equal to the population of any single member district, times the number of members found within that multi-member district.

(3) In a county where the Chairman of the County Board is elected by the voters of the county as provided in Section 2-

3007, the Chairman of the County Board may develop and present to the Board by the third Wednesday in May in the year after a federal decennial census year an apportionment plan in accordance with the provisions of subsection (1) of this Section. If the Chairman presents a plan to the Board by the third Wednesday in May, the Board shall conduct at least one public hearing to receive comments and to discuss the apportionment plan, the hearing shall be held at least 6 days but not more than 21 days after the Chairman's plan was presented to the Board, and the public shall be given notice of the hearing at least 6 days in advance. If the Chairman presents a plan by the third Wednesday in May, the Board is prohibited from enacting an apportionment plan until after a hearing on the plan presented by the Chairman. The Chairman shall have access to the federal decennial census available to the Board.

(4) In a county where a County Executive is elected by the voters of the county as provided in Section 2-5007 of the Counties Code, the County Executive may develop and present to the Board by the third Wednesday in May in the year after a federal decennial census year an apportionment plan in accordance with the provisions of subsection (1) of this Section. If the Executive presents a plan to the Board by the third Wednesday in May, the Board shall conduct at least one public hearing to receive comments and to discuss the apportionment plan, the hearing shall be held at least 6 days but not more than 21 days after the Executive's plan was presented to the Board, and the public shall be given notice of the hearing at least 6 days in advance. If the Executive presents a plan by the third Wednesday in May, the Board is prohibited from enacting an apportionment plan until after a hearing on the plan presented by the Executive. The Executive shall have access to the federal decennial census available to the Board.

(Source: P.A. 96-1540, eff. 3-7-11; 97-986, eff. 8-17-12.)

(55 ILCS 5/2-3004) (from Ch. 34, par. 2-3004)

Sec. 2-3004. Failure to complete reapportionment. If any county board fails to complete the reapportionment of its county by July 1 in 2011 or any 10 years thereafter or by the day after the county board's regularly scheduled July meeting in 2011 or any 10 years thereafter, whichever is later, the county clerk of that county shall convene the county apportionment commission. Three members of the commission shall constitute a quorum, but a majority of all the members must vote affirmatively on any determination made by the commission. The commission shall adopt rules for its procedure.

The commission shall develop an apportionment plan for the county in the manner provided by Section 2-3003, dividing the county into the same number of districts as determined by the county board. If the county board has failed to determine the size of the county board to be elected, then the number of districts and the number of members to be elected shall be the largest number to which the county is entitled under Section 2-3002.

The commission shall submit its apportionment plan by October 1 in the year that it is convened, except that the circuit court, for good cause shown, may grant an extension of time, not exceeding a total of 60 days, within which such a plan may be submitted.

(Source: P.A. 96-1540, eff. 3-7-11.)

(55 ILCS 5/2-3005) (from Ch. 34, par. 2-3005)

Sec. 2-3005. Filing of apportionment plan. The apportionment plan developed by the county board or the county apportionment



commission, as the case may be, must be filed in the office of the county clerk by the time required by this Division. The county clerk shall promptly forward copies of that plan to the chairman of the county board and shall keep other copies of the plan available for distribution free of charge to any registered voter of the county requesting a copy.  
(Source: P.A. 86-962.)

(55 ILCS 5/2-3006) (from Ch. 34, par. 2-3006)

Sec. 2-3006. Failure to file apportionment plan; election of board members at large. If no apportionment plan is filed with the county clerk as required by this Division, the members of the county board shall be elected at large in the county. If the county board has determined the number of members for the board, that number shall be elected; otherwise, the number of members to be elected shall be the largest number to which the county is entitled under Sections 2-3002 and 2-3002.5.  
(Source: P.A. 91-933, eff. 12-30-00.)

(55 ILCS 5/2-3007) (from Ch. 34, par. 2-3007)

Sec. 2-3007. Chairman of county board; election and term. Any county board when providing for the reapportionment of its county under this Division may provide that the chairman of the county board shall be elected by the voters of the county rather than by the members of the board. In that event, provision shall be made for the election throughout the county of the chairman of the county board, but in counties over 3,000,000 population no person may be elected to serve as such chairman who has not been elected as a county board member to serve during the same period as the term of office as chairman of the county board to which he seeks election. In counties over 300,000 population and under 3,000,000 population, the chairman shall be elected as chairman without having been first elected to the county board. Such chairman shall not vote on any question except to break a tie vote. In all other counties the chairman may either be elected as a county board member or elected as the chairman without having been first elected to the board. Except in counties where the chairman of the county board is elected by the voters of the county and is not required to be a county board member, whether the chairman of the county board is elected by the voters of the county or by the members of the board, he shall be elected to a 2 year term. In counties where the chairman of the county board is elected by the voters of the county and is not required to be a county board member, the chairman shall be elected to a 4 year term. In all cases: (i) the term of the chairman of the county board shall commence on the first Monday of the month following the month in which members of the county board are elected, and (ii) no person may simultaneously serve as a member of a county board and the chairman of the same board if the office of chairman is elected by the voters of the county rather than by the members of the board.

(Source: P.A. 99-924, eff. 1-20-17.)

(55 ILCS 5/2-3008) (from Ch. 34, par. 2-3008)

Sec. 2-3008. Determination of method of compensation of members of county board. At the time it reapportions its county under this Division, the county board shall determine whether the salary to be paid the members to be elected shall be computed on a per diem basis, on an annual basis or on a combined per diem and annual basis, and shall fix the amount of that salary. If the county board desires before the next reapportionment to change the basis of payment or amount of compensation after fixing those items, it may do so by ordinance

or by resolution. Those changes shall not however, take effect during the term for which an incumbent county board member has been elected. In addition, the county board shall determine the amount of any additional compensation for the chairman of the county board. The county board may adjust that additional compensation at any time adjustments in the salary of board members may be made. Those adjustments shall not however, take effect during the term for which the incumbent chairman of the county board has been elected.

(Source: P.A. 86-962.)

(55 ILCS 5/2-3009) (from Ch. 34, par. 2-3009)

Sec. 2-3009. Terms of board members; vacancies; elections.

(a) County board member elections by county board districts. In those counties subject to this Division which elect county board members by county board districts the members shall, no later than 45 days after December 15, 1982, and thereafter no later than September 1 of the year of the next general election following reapportionment, divide the county board districts publicly by lot as equally as possible into 2 groups. Board members or their successors from one group shall be elected for successive terms of 2 years, 4 years and 4 years; and members or their successors from the second group shall be elected for successive terms of 4 years, 4 years, and 2 years. A county under this subsection may, by ordinance, decide to divide the county board districts into 3 rather than 2 groups. If a county adopts an ordinance to this effect, the members of the county board shall divide the county board districts publicly by lot as equally as possible into 3 groups no later than September 1 of the year of the next general election following reapportionment. Board members or their successors from one group shall be elected for successive terms of 2 years, 4 years, and 4 years; members or their successors from the second group shall be elected for successive terms of 4 years, 2 years, and 4 years; and members or their successors from the third group shall be elected for successive terms of 4 years, 4 years, and 2 years. All terms shall commence on the first Monday of the month following the month of election.

(b) County board member elections at large. In those counties which elect county board members at large, under Sections 2-3002 and 2-3006, the members elected in the general election following reapportionment shall, no later than 45 days after taking office, divide themselves publicly by lot as equally as possible into 2 groups. Board members or their successors from one group shall be elected for successive terms of 2 years, 4 years and 4 years; and members or their successors from the second group shall be elected for successive terms of 4 years, 4 years and 2 years. A county under this subsection may, by ordinance, decide to divide the county board members into 3 rather than 2 groups. If a county adopts an ordinance to this effect, the members of the county board elected in the general election following reapportionment shall, no later than 45 days after taking office, divide themselves publicly by lot as equally as possible into 3 groups. Board members or their successors from one group shall be elected for successive terms of 2 years, 4 years, and 4 years; members and their successors from the second group shall be elected for successive terms of 4 years, 2 years, and 4 years; and members or their successors from the third group shall be elected for successive terms of 4 years, 4 years, and 2 years. All terms shall commence on the first Monday of the month following the month of election.

(c) Vacancies; time for elections. In counties under subsection (a) or (b), if a vacancy occurs in the office of chairman of the county board, the remaining members of the board

shall elect one of the members of the board to serve for the balance of the unexpired term of the chairman.

In counties under subsection (a) or (b), the time for the election of county board members shall be as provided by the general election law for the election of such members.

(Source: P.A. 86-962; 87-924.)

(55 ILCS 5/2-3010) (from Ch. 34, par. 2-3010)

Sec. 2-3010. Multi-member districts. In making the determination by lot, pursuant to Section 2-3009, as to which members shall serve for 2 years and which for 4 years, the county board of a county having multi-member districts may provide for the drawing of lots in such manner as to insure that in each district the number of members drawing 2 year and 4 year terms, respectively, shall be equal, or as nearly equal as possible.

Any such determination by lot made before October 1, 1973 is validated.

(Source: P.A. 86-962.)

(55 ILCS 5/2-3015)

Sec. 2-3015. Qualifications of County Board Members and Commissioners. In counties with a population of 3,000,000 or less, no person is eligible to hold the office of county board member or commissioner unless he or she is a legal voter and has been a resident of the county for at least one year next preceding the election.

(Source: P.A. 90-173, eff. 1-1-98.)

## Clock ticking on tight timeline to redistrict county boards

*Published Monday, October 12, 2020 | Source: (/)*

Data collection for the 2020 U.S. Census is currently scheduled to end Sept. 30. While that closes one window, it opens others, including the time period for many county governments to redistrict their governing boards and the opportunity for citizens to get involved in the process.

Counties that elect board members by district will draw new county board districts in a process called redistricting, or reapportionment.

Counties with populations of fewer than 3,000,000 people that use a township form of government must complete their redistricting plans by July 1, 2021. Counties operating under the commission form of government, in which voters elect commissioners by district, must redistrict by May 31.

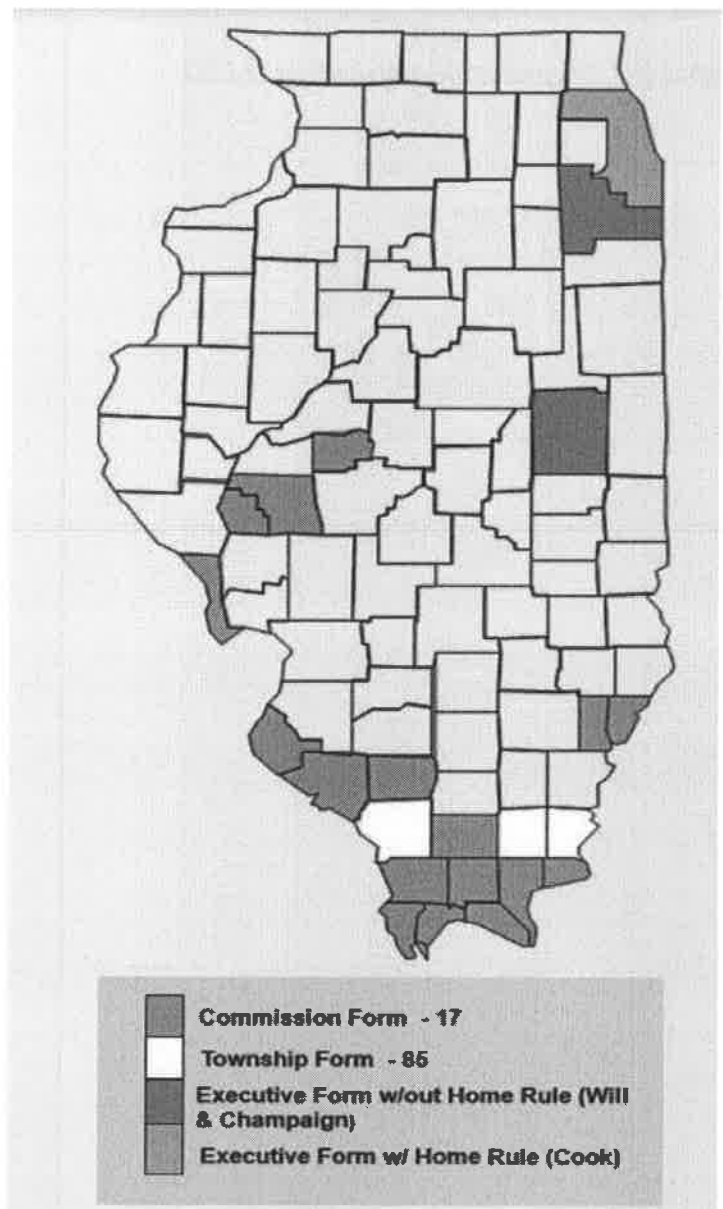
The redistricting process consists of redrawing district boundary lines based on the census' new population figures. The census will show that some districts have gained residents, while others have lost some. Redrawing the lines ensures each district has the same number of people, complying with the constitutional tenet that each voter has an equal say. Counties in which board members are elected at large don't require redistricting.

Besides redistricting, counties can use this time as an opportunity to make other changes to the government structure, including:

1. The number of districts.
2. The number of members representing a district.
3. Whether members are elected by district or at large.

Currently, 76% of Illinois counties elect their representatives by district, compared with 24% at large.

4. Number of total board members. Counties with a population less than 800,000 must consist of at least five board members, no more than 29 and no more than the size of the board on Oct. 2, 1969. Counties with a population between 800,000 and 3,000,000 must have no more than 18 board members.



County government officials don't have much time to make these changes and neither does anyone who wants to get involved.

As part of the process, many county boards will hold at least one public hearing and take comments from local residents. These hearings allow citizens to make their voices heard on how potential changes might impact them.

However, by law, only in those counties where the redistricting plan is developed by the chairman of the county board elected by the voters or, by a County Executive elected by the voters is there a requirement to hold a public hearing on the redistricting plan.

With a relatively short timeline, this process will likely be a priority for many county boards. Whether a public hearing is required by law, or in response to civic pressure placed on the board by county residents, be on the lookout for opportunities for public input and be ready to get involved.

**This article first appeared in the September-October edition of LINK. (<https://www.ilfb.org/media/7437/link-sept-oct-2020-vol-11-issue-5.pdf>)**

**Tags:** [LINK \(/resources/ifb-in-action/?tag=LINK\)](#)





# Resolution Executive Summary

**Prepared By:** Debbie Crozier/Human Resources

**Committee:** Operations and Administrative Committee

**Committee Date:** June 3, 2021

**Resolution Title:** Resolution Authorizing the Renewal of the Onsite Wellness Center

**Board Meeting Date:** June 10, 2021

## Budget Information:

<b>Was item budgeted?</b>	Yes	<b>Appropriation Amount:</b>	3.3%
<b>If not, explain funding source:</b>			
<b>ORG/OBJ/Project Code:</b> 48510/43175 <b>Budget Impact:</b> No			

**Background Information:** The County of Winnebago implemented an onsite Wellness Center on October 1, 2013. Effective July 1, 2019, SwedishAmerican Health System took over operating the Wellness Center. Initially, the Center was only utilized by employees and their dependents that elected the group health insurance plan. Over the past few several years, we have added pre-employment physicals, drug screens, and work comp services to the Center.

**Recommendation:** The Operations and Administrative Committee, chaired by Keith McDonald, has reviewed the resolution presented to the Board and recommends its approval. Rates for the Onsite Wellness Center are increasing 3.3% effective July 1, 2021, 3% effective July 1, 2022 and 3% effective July 1, 2023.

**Contract/Agreement:** July 1, 2021 through June 30, 2024

**Legal Review:** Reviewed with the States Attorney's office.

**Follow-Up:** If approved, this would be effective July 1, 2021.

**RESOLUTION**  
**of the**  
**COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2021 CR

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**RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL AGREEMENT WITH SWEDISHAMERICAN  
HEALTH SYSTEM FOR ONSITE WELLNESS CENTER SERVICES**

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**WHEREAS**, the County of Winnebago, Illinois, offers to its employees with the group health insurance the option of utilizing an onsite Center; and,

**WHEREAS**, in February 2019, the County sent out a bid to six vendors (including two local hospitals) for onsite Wellness Center Services; and,

**WHEREAS**, the County awarded services to SwedishAmerican Health System for two (2) year contract agreement with the option of three (3) additional one (1) year terms; and,

**WHEREAS**, SwedishAmerican Health System has proposed the following rate increases to the County of Winnebago effective July 1, 2021:

July 1, 2021-June 30, 2022 3.3% Increase

July 1, 2022-June 30, 2023 3% Increase

July 1, 2023-June 30, 2024 3% Increase

**WHEREAS**, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the renewal agreement, RESOLUTION EXHIBIT A, and recommends that the County Board authorize execution of an agreement with SwedishAmerican for the administration of the onsite Wellness Center services.

**NOW, THEREFORE BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized to execute an agreement with SwedishAmerican Health System, 1313 East State Street, Rockford, IL 61104 for administration of the onsite Wellness Center services.

**BE IT FURTHER RESOLVED** that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Director of Purchasing, Director of Human Resources, the County Auditor and the County Board Office.

Respectfully Submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

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KEITH McDONALD, CHAIRMAN

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KEITH McDONALD, CHAIRMAN

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JOHN BUTITTA, VICE CHAIRPERSON

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JOHN BUTITTA, VICE CHAIRMAN

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PAUL ARENA

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PAUL ARENA

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JEAN CROSBY

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JEAN CROSBY

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JOE HOFFMAN

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JOE HOFFMAN

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DOROTHY REDD

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DOROTHY REDD

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JAIME SALGADO

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JAIMIE SALGADO

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2021.

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**JOSEPH CHIARELLI**

CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

ATTESTED BY:

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**LORI GUMMOW**

CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS



**EMPLOYEE HEALTH AND WELLNESS SERVICES AGREEMENT**  
**between**  
**SWEDISHAMERICAN HOSPITAL**  
**and**  
**WINNEBAGO COUNTY**  
**(July 1, 2021)**

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**THIS EMPLOYEE HEALTH AND WELLNESS SERVICES AGREEMENT** (this "Agreement") is entered into as of the 1st day of July, 2021, ("Effective Date") by and between **SWEDISHAMERICAN HOSPITAL**, an Illinois not for profit corporation ("SwedishAmerican") and **WINNEBAGO COUNTY**, an Illinois body politic. WINNEBAGO COUNTY and SWEDISHAMERICAN may be referred to individually as a "Party" or collectively as the "Parties" to this Agreement.

**WHEREAS**, WINNEBAGO COUNTY is an Illinois body politic located in northern Illinois; and

**WHEREAS**, SwedishAmerican is a division of UW Health, operates two (2) licensed hospitals, and provides a wide range of inpatient, outpatient, and ambulatory health care services, including primary care and wellness services to the residents of northern Illinois; and

**WHEREAS**, WINNEBAGO COUNTY desires to contract with SwedishAmerican for the provision of certain health and wellness services to WINNEBAGO COUNTY's employees and their eligible dependents; and

**WHEREAS**, SwedishAmerican and WINNEBAGO COUNTY have reached an agreement on the terms and conditions under which the health and wellness services will be provided.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

**1. Definitions.**

(a) "Clinic" means the Winnebago County Health and Wellness Center located at 526 W. State Street, Rockford, Illinois 61101 and to be operated to provide Primary Care and Wellness Services to eligible WINNEBAGO COUNTY employees and their families as defined under this Agreement and state and federal law.

(b) "Covered Services" means Primary Care and Wellness Services and Occupational Medicine Services.

(c) "Member" or "Members" means each individual or all individuals enrolled to receive Primary Care and Wellness Services, or Occupational Medicine Services, at Clinic under this agreement.

(d) "Occupational Medicine Services" means those services to be provided by SwedishAmerican to Members who are employed by WINNEBAGO COUNTY, as set forth on Exhibit A attached hereto and incorporated by reference herein.

(e) "Payor" means WINNEBAGO COUNTY and its agents and representatives, including any insurer, third party administrator, or the like, of WINNEBAGO COUNTY's health plans.

(f) "Primary Care and Wellness Services" means those services to be provided by SwedishAmerican to Members under this Agreement, as set forth on Exhibit B attached hereto and incorporated by reference herein.

(g) "Reimbursable Non-Covered Services" means reasonable and necessary health care services furnished to a Member that are not Covered Services, but are eligible for reimbursement under a health plan maintained by WINNEBAGO COUNTY.

(h) "Term Year" means each twelve (12)-month period beginning July 1 and ending June 30 during the term of this Agreement.

(i) "Health Plan" means the overall health benefits provided by a WINNEBAGO COUNTY employer sponsored health plan for its employees and their dependents pursuant to one or more plan documents.

## **2. Obligations of SwedishAmerican.**

(a) Provision of Covered Services. SwedishAmerican agrees to provide Covered Services to Members, at the Clinic. The Clinic will be operated in conformance with the quality standards offered to all SwedishAmerican patients at all of its clinic locations and those required by the County. The Clinic will be open not less than forty (40) hours per week (except as any week's schedule is reduced by holidays) exclusively for Members, by walk in or appointment, on such schedule as is mutually agreeable to the Parties. Holidays are: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day Christmas Eve, and Christmas Day. Covered Services shall be provided by licensed physician assistants and/or advanced practice nurses who will be supervised by physicians (primarily family practice physicians), (collectively, the "Clinic Practitioners"). Staffing at the Clinic will include the following support staff positions: one (1) advanced practice provider and one (1) medical assistant.

(b) Branding of Clinic. The Clinic shall be publicly identified as the Winnebago County Health and Wellness Center. SwedishAmerican shall be responsible for the branding on all Clinic materials and all related wellness program materials related to services operated and managed by SwedishAmerican.

(c) Medical Records. SwedishAmerican shall maintain a personal and confidential medical record for each Member receiving Covered Services pursuant to this Agreement. Medical records shall contain such information as determined appropriate by SwedishAmerican in conformance with generally accepted medical practice and as required by state and federal laws and regulations. Medical records shall be and remain the property of each applicable Member and SwedishAmerican (as applicable) and shall not be accessed, removed or transferred from SwedishAmerican except in accordance with applicable state and federal laws and regulations and SwedishAmerican's rules and regulations. To the extent permitted by law and SwedishAmerican's rules and regulations, and provided that Payor has obtained written consent from the applicable Member, SwedishAmerican shall permit Payor to inspect and make copies of a Member's medical records. Payor shall reimburse SwedishAmerican in an amount equal to SwedishAmerican's standard reproduction or copying charges related to the provision of medical records. If a Member requests that his/her records be sent to an office outside of the SwedishAmerican Health System, SwedishAmerican shall promptly respond to such request consistent with its standard policies and procedures for medical record transfers.

(d) Clinic Operating Expenses. All expenses of furnishing, equipping, and operating the Clinic shall be borne solely by SwedishAmerican, except as provided in Section 3(b) below.

**3. Winnebago County's Obligations.**

(a) Payment for Covered Services. WINNEBAGO COUNTY, on behalf of its members, shall pay to SwedishAmerican Fees determined in accordance with Exhibit C attached hereto, for all Covered Services. Except as set forth in Section 6 below, SwedishAmerican shall not be entitled to any additional compensation from WINNEBAGO COUNTY, and shall not bill any Member for Covered Services.

(b) Clinic Space. WINNEBAGO COUNTY, at its expense, shall provide the Clinic space, consisting of 2640 sq. ft., at 526 W. State St., Rockford, Illinois, along with adequate water, electricity, heating and air conditioning.

(c) Member Identification. WINNEBAGO COUNTY shall provide to SwedishAmerican, a list or other means of identifying Members entitled to receive Covered Services, updated regularly, in a format mutually agreeable to the Parties.

**4. Employee Benefit Plans.** WINNEBAGO COUNTY acknowledges and agrees that SwedishAmerican is not an insurance carrier or health plan and this Agreement does not establish a health plan or health care insurance coverage or provide for insured services. WINNEBAGO COUNTY further acknowledges and agrees that the Covered Services are not insured services, do not, and are not intended to, create a health plan or insurance policy, and do not serve as a substitute for healthcare insurance coverage for the employees and their dependents of WINNEBAGO COUNTY.

**5. Annual Review of Fees.** At the request of either Party, not more often than annually, the Parties shall engage in a good faith review of the fees for all Covered Services. Any change in fees shall be set forth in a written and signed amendment to this Agreement. Changes to the fees will be effective on the first (1st) day of the next Term Year.

**6. Billing and Payment for Reimbursable Non-Covered Services.** In the event Reimbursable Non-Covered Services are provided to any Member at the Clinic, SwedishAmerican shall present sufficient information to enable WINNEBAGO COUNTY to determine whether, and to what extent, payment to SwedishAmerican for such services is appropriate.

**7. Representations and Warranties.**

Each Party represents and warrants to the other Party as follows:

(a) It is an entity duly organized and validly existing under the laws of the State of Illinois;

(b) It has, and will have for the Term, full authority to enter into this

Agreement and to perform its obligations hereunder;

(c) This Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms;

(d) There are no proceedings by or before any governmental body or court, now pending or, to its knowledge, threatened against it or any of its subsidiaries that if adversely determined, could reasonably be expected to have a material adverse effect on the Party's ability to perform its obligations under this Agreement;

(e) The Parties will perform their obligations in a manner that complies with applicable laws, regulations, ordinances and codes, including identifying and procuring required permits, certificates, approvals and inspections;

(f) In the event that either Party becomes aware of any facts or circumstances that suggest performance under this Agreement may be in violation of any law or regulation, it shall immediately notify the other Party.

**8. Compliance with Laws.** Each Party shall comply with all applicable state, federal, local, national and provincial laws, rules and regulations, including all applicable registration and licensing requirements.

**9. Term and Termination.**

(a) Term. Subject to the remaining provisions of this Section 9, the term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of three (3) years (the "Term"), unless earlier terminated as provided in 9(b) or 9(c) below. By written agreement of the Parties, the Term may be extended for up to three (3) additional one (1)-year terms.

(b) Termination With Cause. Subject to Section 14 below, either Party shall have the right to terminate this Agreement immediately upon written notice to the other Party if:

- 1) SwedishAmerican's license or licenses to provide services (including but not limited to the Covered Services) or otherwise perform its obligations under this Agreement is/are terminated, suspended or restricted in any material way;
- 2) A Party commits a material breach of this Agreement and has not implemented steps to cure the breach within thirty (30) days of written notice describing the breach with reasonable specificity;

- 3) In performing or failing to perform the services or any other obligations under this Agreement (including but not limited to the Covered Services), the Party violates any law in a manner which has or would have a material adverse effect on the other Party and/or any of the Members; or
- 4) A Party is the subject of any proceedings under bankruptcy laws or other insolvency laws or is declared subject to judicial supervision or enter into liquidation.

(c) Termination Without Cause. Either Party shall have the right to terminate this Agreement without cause upon one hundred eighty (180) days' advance written notice to the other Party.

(d) Continuation of Obligations. In the event of termination of this Agreement, WINNEBAGO COUNTY shall pay SwedishAmerican in accordance with the terms of this Agreement for all unpaid Fees as of the date of termination. Monthly fees will be prorated to the date of termination.

#### **10. Insurance and Indemnity.**

(a) Insurance. SwedishAmerican shall, throughout the term of this Agreement and as otherwise provided below, maintain, at its sole cost and expense, policies of insurance or a program of self-insurance providing coverage for its general liability, worker's compensation, and, where applicable, professional liability with minimum limits of liability of Two Million and No/100 Dollars (\$2,000,000) per occurrence and Three Million and No/100 Dollars (\$3,000,000) in the aggregate. For clarification, the insurance limits provided herein are in no way intended to apply to malpractice insurance policies, and SwedishAmerican agrees that its providers who are providing the Covered Services will carry malpractice insurance in amounts not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Three Million and No/100 Dollars (\$3,000,000.00) in the aggregate.

(b) Indemnity by Winnebago County. Except as provided in Section 10(d) below, WINNEBAGO COUNTY agrees to indemnify, defend and hold harmless SwedishAmerican, its parents, subsidiaries, and affiliates, and their respective officers, directors, members, stockholders, employees and agents (the "SwedishAmerican indemnified parties"), from and against any liability, claim, action, loss, cost, damage or expense ("Liability") incurred or suffered by SwedishAmerican or any of the other SwedishAmerican indemnified parties to the extent that any such Liability is caused by WINNEBAGO COUNTY's breach of any of its obligations under this Agreement.

(c) Indemnity by SwedishAmerican. Except as provided in Section 10(d) below, SwedishAmerican hereby agrees to indemnify, defend and hold harmless, its parents, subsidiaries, and affiliates, and their respective officers, directors, members, stockholders, employees and agents, (the "WINNEBAGO COUNTY indemnified parties") from and against any liability incurred or suffered by WINNEBAGO COUNTY or any of the other indemnified parties directly or indirectly, arising out of the acts or omissions of SwedishAmerican or its agents or employees arising under or relating to this Agreement.

(d) Coordination of Insurance Coverage. Notwithstanding Sections 10(b) and 10(c) above, the obligation of WINNEBAGO COUNTY and SwedishAmerican respectively to indemnify each other shall not apply to: (i) the extent that such application would nullify any existing insurance coverage of the indemnifying party applicable to the underlying event giving rise to indemnification; or (ii) that portion of any claim or loss in which an insurer is obligated to defend or satisfy. However, a Party's obligation to indemnify the other Party pursuant to Section 10(b) or 10(c) (as applicable) shall include the obligation to indemnify for acts, omissions, and amounts that are covered by insurance to the extent that damages, expenses, and costs exceed the limits of such coverage.

(e) Survival. The provision of this Section 10 will survive the termination or expiration of this Agreement.

**11. Member Privacy**. The Parties shall maintain the privacy and security of individually identifiable patient health information of all Members in accordance with all relevant state and federal laws and regulations, including, but not limited to, the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 set forth at 45 CFR parts 160, 162, and 164, and agree to take such actions as necessary and appropriate in connection therewith. The Parties agree that this Section 11 shall survive the termination of this Agreement.

**12. Relationship of Parties**. This Agreement creates an independent contract relationship between SwedishAmerican and WINNEBAGO COUNTY solely for the purpose of the arrangement for and provision of Covered Services to Members, and this Agreement shall not constitute the formation of a partnership, joint venture, employment or master-servant relationship between SwedishAmerican and WINNEBAGO COUNTY. SwedishAmerican does not, and shall not as a result of this Agreement, have a fiduciary relationship with WINNEBAGO COUNTY, health plan, or any Member; and SwedishAmerican is not and shall not be deemed to be the "Administrator", the "Claim Fiduciary" or the "Named Fiduciary" of WINNEBAGO COUNTY or the sponsor of any health plan. No Provider providing services under this Agreement shall be considered an employee of WINNEBAGO COUNTY for any purpose.

**13. Advertising**. SwedishAmerican shall not disclose the making of this Agreement in any advertisement, journal, magazine or other publication or on the internet

or in any other medium, and SwedishAmerican may not use WINNEBAGO COUNTY's name or logo (including any trademark of WINNEBAGO COUNTY) in any of its advertising or publicity material without WINNEBAGO COUNTY's prior written consent, which may not be unreasonably withheld.

**14. Disputes.** WINNEBAGO COUNTY and SwedishAmerican shall attempt to amicably resolve any controversy, dispute or difference arising out of this Agreement. As such, any default (including a purported or alleged material breach of this Agreement by either Party), dispute, disagreement, controversy or claim arising out of or in connection with this Agreement that is not cured or cannot be resolved by the Parties within thirty (30) days of receipt of a notice of default or dispute, shall be referred to a Vice-President, Chief Financial Officer or other Senior Executive of each Party who together shall meet within thirty (30) days of receipt of said notice of dispute, to resolve such dispute, disagreement controversy or claim within a thirty (30) day period, subject to obtaining any necessary corporate approvals of such resolution. If a controversy, dispute or difference is not fully resolved within ninety (90) days of the initial notice of the controversy, dispute or difference, either Party may bring an action or claim related to or arising out of this Agreement in accordance with Section 16, Severability, Governing Law. Either Party will have the right to seek injunctive or other equitable relief in any such court of competent jurisdiction. Each Party agrees to continue performance of its obligations under this Agreement while any dispute is being resolved unless such obligations are terminated by the termination or expiration of this Agreement.

**15. Notices.** Any notices contemplated under this Agreement shall be in writing and shall be deemed effectively given on the date personally delivered or on the date that is three (3) days after deposit in the U.S. Mail, First Class postage prepaid, posted to the addresses listed below, unless other addresses have been designated by written notice in the manner prescribed by this Section 15. Personal delivery may be accomplished by messenger, overnight delivery service, or similar method.

**If to SwedishAmerican:**

President and CEO  
SwedishAmerican Hospital  
1313 East State Street  
Rockford, IL 61104

**If to Winnebago County:**

Director of Purchasing Winnebago County Purchasing Department  
404 Elm Street, Room 202  
Rockford, IL 61101  
815-319-4380



**16. Severability, Governing Law.** If any clause or provision herein shall be judged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision but shall remain in full force and effect. The Circuit Court for the 17th Judicial Circuit in Winnebago County, Illinois, shall have jurisdiction over any dispute which arises under this Agreement and each of the Parties submits and hereby consents to such court's exercise of jurisdiction. Each provision of this Agreement shall be enforceable independently of any other provision of this Agreement and independent of any other claim or cause of action. In the event of any dispute arising under this Agreement, it is agreed between the Parties that the laws of the State of Illinois will govern the interpretation, validity and effect of this Agreement without regard to the place of execution or place of performance thereof.

**17. Waiver of Breach.** The failure of either Party at any time to require the performance of the other of any of the provisions herein shall in no way affect the rights of the Parties to enforce the same nor shall the waiver by either Party of any breach of any provisions hereof be construed to be a waiver of any succeeding breach or as a waiver or modification of the provision itself.

**18. Complete Agreement, Amendment.** This Agreement supersedes all prior agreements and understandings between the Parties. No amendment or modification of this Agreement shall be effective unless set forth in writing and executed by both Parties.

**19. Assignment, Binding Effect.** This Agreement may not be assigned.

**20. Supervening Law.** Any provisions of law that invalidate or otherwise are inconsistent with the terms of this Agreement, or would cause one or both of the Parties to be in violation of the law, shall be deemed to have superseded the terms of this Agreement; provided, however, that the Parties shall accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of the law.

**21. Counterparts.** This Agreement may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts taken together shall constitute a single instrument. Signatures provided by facsimile, portable document format, or other electronic form shall be as binding as original signatures.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the dates set forth below, effective as of the date first set forth above.

**WINNEBAGO COUNTY, ILLINOIS**  
**A body politic**

**SWEDISHAMERICAN HOSPITAL**  
**an Illinois not for profit corporation**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 2021

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 2021

Attest:

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 2021

**EXHIBIT A**  
**to**  
**EMPLOYEE HEALTH AND WELLNESS SERVICES AGREEMENT**  
**between**  
**SWEDISHAMERICAN HOSPITAL**  
**and**  
**WINNEBAGO COUNTY**

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**Occupational Medicine**

- o Drug and Alcohol Collection (including all chain of custody procedures)  
Includes FAA, DOT 10 panel, 5 panel and Rapid (**with agreed upon fee schedule**)
- o Medical Review Officer\*
- o OSHA/DOT Worksite Surveillance/Compliance
- o Disability Related Medical Exams and Referrals\*
- o Dedicated Injury & Illness Care/Case Management
- o Workers' Compensation- Support HR & Management
- o Worksite Illness, Injuries, Triage
- o Return-to-Work Programs (Evaluation & Management)\*
- o Blood Pathogens Program
- o Laceration/Wound Care Suture Removal
- o Care for Sprains and Strains
- o Immunization (**with agreed upon fee schedule**)
- o Pre-employment and post-employment tests
  - Spirometry and Pulmonary

\* Indicates services that need close oversight or actual performance by an occupational health physician. Every effort will be made to have all services performed by the onsite staff but there may be exceptions where individuals need to be seen offsite at a SwedishAmerican Occupational Health clinic. SwedishAmerican will continue to work on the optimal delivery model to minimize cost and maintain convenience for Winnebago County.

**EXHIBIT B**  
**to**  
**EMPLOYEE HEALTH AND WELLNESS SERVICES AGREEMENT**  
**between**  
**SWEDISHAMERICAN HOSPITAL**  
**and**  
**WINNEBAGO COUNTY**

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**Primary Care Services**

- o Comprehensive annual health maintenance physicals
- o Acute care for illness and injury
- o Sports medicine consultations
- o School Physicals
- o Limited generic prescriptions medication dispensing
- o Lifestyle and Disease Management Health Services
- o Basic Laboratory Services
  - CLIA-waived POS testing
  - Labs associated with annual health maintenance visit
- o Other services as mutually determined

***Note: Any services not listed above are non-covered services and are to be billed in accordance with this agreement.***

**Wellness Services**

- o Health Risk Assessment and Biometric Screening
- o Annual lab screen to include CMP, CBC, Lipid Profile, and Hemoglobin A1C  
Reflex for any glucose greater than 99
- o Medical Director oversight of program
- o Physician lab review, abnormal lab follow-up, PCP referrals
- o Aggregate reporting and annual review of aggregate with the BLW Medical Director
- o On-site health coaching
- o Wellness Education Sessions
- o Clinic based fitness sessions **(with agreed upon fee schedule)**
- o Customized Web portal
- o Smoking cessation
- o Monthly wellness calendar of events and promotional materials for wellness activities
- o Other services as mutually determined

**EXHIBIT B-1**  
**to**  
**EMPLOYEE HEALTH AND WELLNESS SERVICES AGREEMENT**  
**between**  
**SWEDISHAMERICAN HOSPITAL**  
**and**  
**WINNEBAGO COUNTY**

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**Appendix B - Generic Medications.**

Generic meds that could be dispensed in the Clinic. This is not intended to be a final list since this would be subject to continual updating depending on our provider reviews, Medical Director approval, etc. This is only for the dispensing of the initial supply of medications and never providing refills. The intent of the on-site dispensing is to provide patients with convenient no out of pocket cost medications for common short term problems (antibiotics for 10 days for a strep throat) or a one-month supply for a medication that might be used more long-term such as an antidepressant.

Cost per package listed below are only to demonstrate the cost to SwedishAmerican. Not cost to the County.

**Medication Formulary**

Generic Name	Brand Name	Formulation	Dose	Sig	Package Size	Cost per Package	Utilization	Total Cost
Albuterol Sulfate	Ventolin	Inhaler	1 -2 Puffs	UD	1 MDI	\$47.71		
Azithromycin	Z-Pak	Oral Dose Pack	500 mg / 250 mg	UD	1 Pack	\$4.07		
Amoxicillin	Amoxil	500 mg	500 mg	TID	30 Tablets	\$4.80		
Cyclobenzaprine HCl	Flexeril	Tablet	10 mg	TID	15 Tablets	\$1.50		
Meloxicam	Mobic	Tablet	15 mg	Daily	30 Tablets	\$0.90		
Amoxicillin-Pot Clavulanate	Augmentin	Tablet	875 mg	BID	20 Tablets	\$5.80		
Ciprofloxacin HCl	Cipro	Tablet	500 mg	BID	20 Tablets	\$3.60		
Montelukast Sodium	Singulair	Tablet	10 mg	Daily	30 Tablets	\$2.85		
Triamcinolone Acetonide 0.1%	Triderm	Cream	15 grams	PRN	1 Tube	\$0.25		
Trimethoprim-sulfamethoxazole	Bactrim	Tablet	800 mg/160 mg	BID	10 Capsules	\$0.37		
Doxycycline	Vibramycin	Capsule	100 mg	BID	20 Capsules	\$13.60		
Mecizine	Antivert	Tablet	25 mg	TID	15 Tablets	\$4.35		
Metronidazole	Flagyl	Tablet	500 mg	BID	14 tablets	\$2.43		
Methylprednisolone	Medrol Dose-Pak	Tablet	4 mg	UD	1 Pack	\$14.81		

**EXHIBIT C FEES**  
**to**  
**EMPLOYEE HEALTH AND WELLNESS SERVICES AGREEMENT**  
**between**  
**SWEDISHAMERICAN HOSPITAL**  
**and**  
**WINNEBAGO COUNTY**

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1. WINNEBAGO COUNTY shall pay the following fees to SwedishAmerican:

(a) An annual fee in the amount of \$330,316.33 billed by SwedishAmerican in equal monthly installments; subject to increase at the end of each Term Year. The estimated increases as of July 1, 2022, and July 1, 2023, will be three percent (3.0%).

(b) Per unit fees for items indicated to be billed to WINNEBAGO COUNTY on Exhibits A, B, or B-1. The following items/services are examples of commonly billed items/services; and the per unit fee is subject to increase at the end of each Term Year. Per unit fees shall be billed monthly by SwedishAmerican promptly after the end of the month in which the item/service is furnished.

Description	Per Unit Fee
Ankle Brace Support	\$44.10
Breath Alcohol Test	\$21.00
Crutches	\$21.00
Drug Screen Panel 10 Non-Nida Medtox	\$26.25
Drug Screen Panel 5 Nida Medtox	\$26.25
Drug Screen Test PRSMV DIR OPT OBS (Rapid)	\$15.75
Elbow Elastic w/metal joint	\$15.75
Finger Splint	\$10.50
Influenza vaccination and administration	\$23.10
KO Elastic w/joints (knee)	\$37.80
Medtox Splint	\$15.75
Non-Pneum Walking Boot	\$68.25
SARS-COV-2 COVID-19 Test	\$132.30
WHFO No Joint Prefabricated (wrist)	\$15.75

2. WINNEBAGO COUNTY shall pay the fees to SwedishAmerican in compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et. seq.).

## **RESOLUTION EXHIBIT A**

**EMPLOYEE HEALTH AND WELLNESS SERVICES AGREEMENT**  
**between**  
**SWEDISHAMERICAN HOSPITAL**  
**and**  
**WINNEBAGO COUNTY**  
**(July 1, 2021)**

---

**THIS EMPLOYEE HEALTH AND WELLNESS SERVICES AGREEMENT** (this "Agreement") is entered into as of the 1st day of July, 2021, ("Effective Date") by and between **SWEDISHAMERICAN HOSPITAL**, an Illinois not for profit corporation ("SwedishAmerican") and **WINNEBAGO COUNTY**, an Illinois body politic. WINNEBAGO COUNTY and SWEDISHAMERICAN may be referred to individually as a "Party" or collectively as the "Parties" to this Agreement.

**WHEREAS**, WINNEBAGO COUNTY is an Illinois body politic located in northern Illinois; and

**WHEREAS**, SwedishAmerican is a division of UW Health, operates two (2) licensed hospitals, and provides a wide range of inpatient, outpatient, and ambulatory health care services, including primary care and wellness services to the residents of northern Illinois; and

**WHEREAS**, WINNEBAGO COUNTY desires to contract with SwedishAmerican for the provision of certain health and wellness services to WINNEBAGO COUNTY's employees and their eligible dependents; and

**WHEREAS**, SwedishAmerican and WINNEBAGO COUNTY have reached an agreement on the terms and conditions under which the health and wellness services will be provided.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

**1. Definitions.**

(a) "Clinic" means the Winnebago County Health and Wellness Center located at 526 W. State Street, Rockford, Illinois 61101 and to be operated to provide Primary Care and Wellness Services to eligible WINNEBAGO COUNTY employees and their families as defined under this Agreement and state and federal law.

(b) "Covered Services" means Primary Care and Wellness Services and Occupational Medicine Services.

(c) "Member" or "Members" means each individual or all individuals enrolled to receive Primary Care and Wellness Services, or Occupational Medicine Services, at Clinic under this agreement.

(d) "Occupational Medicine Services" means those services to be provided by SwedishAmerican to Members who are employed by WINNEBAGO COUNTY, as set forth on Exhibit A attached hereto and incorporated by reference herein.

(e) "Payor" means WINNEBAGO COUNTY and its agents and representatives, including any insurer, third party administrator, or the like, of WINNEBAGO COUNTY's health plans.

(f) "Primary Care and Wellness Services" means those services to be provided by SwedishAmerican to Members under this Agreement, as set forth on Exhibit B attached hereto and incorporated by reference herein.

(g) "Reimbursable Non-Covered Services" means reasonable and necessary health care services furnished to a Member that are not Covered Services, but are eligible for reimbursement under a health plan maintained by WINNEBAGO COUNTY.

(h) "Term Year" means each twelve (12)-month period beginning July 1 and ending June 30 during the term of this Agreement.

(i) "Health Plan" means the overall health benefits provided by a WINNEBAGO COUNTY employer sponsored health plan for its employees and their dependents pursuant to one or more plan documents.



## **2. Obligations of SwedishAmerican.**

(a) Provision of Covered Services. SwedishAmerican agrees to provide Covered Services to Members, at the Clinic. The Clinic will be operated in conformance with the quality standards offered to all SwedishAmerican patients at all of its clinic locations and those required by the County. The Clinic will be open not less than forty (40) hours per week (except as any week's schedule is reduced by holidays) exclusively for Members, by walk in or appointment, on such schedule as is mutually agreeable to the Parties. Holidays are: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day Christmas Eve, and Christmas Day. Covered Services shall be provided by licensed physician assistants and/or advanced practice nurses who will be supervised by physicians (primarily family practice physicians), (collectively, the "Clinic Practitioners"). Staffing at the Clinic will include the following support staff positions: one (1) advanced practice provider and one (1) medical assistant.

(b) Branding of Clinic. The Clinic shall be publicly identified as the Winnebago County Health and Wellness Center. SwedishAmerican shall be responsible for the branding on all Clinic materials and all related wellness program materials related to services operated and managed by SwedishAmerican.

(c) Medical Records. SwedishAmerican shall maintain a personal and confidential medical record for each Member receiving Covered Services pursuant to this Agreement. Medical records shall contain such information as determined appropriate by SwedishAmerican in conformance with generally accepted medical practice and as required by state and federal laws and regulations. Medical records shall be and remain the property of each applicable Member and SwedishAmerican (as applicable) and shall not be accessed, removed or transferred from SwedishAmerican except in accordance with applicable state and federal laws and regulations and SwedishAmerican's rules and regulations. To the extent permitted by law and SwedishAmerican's rules and regulations, and provided that Payor has obtained written consent from the applicable Member, SwedishAmerican shall permit Payor to inspect and make copies of a Member's medical records. Payor shall reimburse SwedishAmerican in an amount equal to SwedishAmerican's standard reproduction or copying charges related to the provision of medical records. If a Member requests that his/her records be sent to an office outside of the SwedishAmerican Health System, SwedishAmerican shall promptly respond to such request consistent with its standard policies and procedures for medical record transfers.

(d) Clinic Operating Expenses. All expenses of furnishing, equipping, and operating the Clinic shall be borne solely by SwedishAmerican, except as provided in Section 3(b) below.

**3. Winnebago County's Obligations.**

(a) Payment for Covered Services. WINNEBAGO COUNTY, on behalf of its members, shall pay to SwedishAmerican Fees determined in accordance with Exhibit C attached hereto, for all Covered Services. Except as set forth in Section 6 below, SwedishAmerican shall not be entitled to any additional compensation from WINNEBAGO COUNTY, and shall not bill any Member for Covered Services.

(b) Clinic Space. WINNEBAGO COUNTY, at its expense, shall provide the Clinic space, consisting of 2640 sq. ft., at 526 W. State St., Rockford, Illinois, along with adequate water, electricity, heating and air conditioning.

(c) Member Identification. WINNEBAGO COUNTY shall provide to SwedishAmerican, a list or other means of identifying Members entitled to receive Covered Services, updated regularly, in a format mutually agreeable to the Parties.

**4. Employee Benefit Plans.** WINNEBAGO COUNTY acknowledges and agrees that SwedishAmerican is not an insurance carrier or health plan and this Agreement does not establish a health plan or health care insurance coverage or provide for insured services. WINNEBAGO COUNTY further acknowledges and agrees that the Covered Services are not insured services, do not, and are not intended to, create a health plan or insurance policy, and do not serve as a substitute for healthcare insurance coverage for the employees and their dependents of WINNEBAGO COUNTY.

**5. Annual Review of Fees.** At the request of either Party, not more often than annually, the Parties shall engage in a good faith review of the fees for all Covered Services. Any change in fees shall be set forth in a written and signed amendment to this Agreement. Changes to the fees will be effective on the first (1st) day of the next Term Year.

**6. Billing and Payment for Reimbursable Non-Covered Services.** In the event Reimbursable Non-Covered Services are provided to any Member at the Clinic, SwedishAmerican shall present sufficient information to enable WINNEBAGO COUNTY to determine whether, and to what extent, payment to SwedishAmerican for such services is appropriate.

**7. Representations and Warranties.**

Each Party represents and warrants to the other Party as follows:

(a) It is an entity duly organized and validly existing under the laws of the State of Illinois;

(b) It has, and will have for the Term, full authority to enter into this

Agreement and to perform its obligations hereunder;

(c) This Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms;

(d) There are no proceedings by or before any governmental body or court, now pending or, to its knowledge, threatened against it or any of its subsidiaries that if adversely determined, could reasonably be expected to have a material adverse effect on the Party's ability to perform its obligations under this Agreement;

(e) The Parties will perform their obligations in a manner that complies with applicable laws, regulations, ordinances and codes, including identifying and procuring required permits, certificates, approvals and inspections;

(f) In the event that either Party becomes aware of any facts or circumstances that suggest performance under this Agreement may be in violation of any law or regulation, it shall immediately notify the other Party.

**8. Compliance with Laws.** Each Party shall comply with all applicable state, federal, local, national and provincial laws, rules and regulations, including all applicable registration and licensing requirements.

**9. Term and Termination.**

(a) Term. Subject to the remaining provisions of this Section 9, the term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of three (3) years (the "Term"), unless earlier terminated as provided in 9(b) or 9(c) below. By written agreement of the Parties, the Term may be extended for up to three (3) additional one (1)-year terms.

(b) Termination With Cause. Subject to Section 14 below, either Party shall have the right to terminate this Agreement immediately upon written notice to the other Party if:

- 1) SwedishAmerican's license or licenses to provide services (including but not limited to the Covered Services) or otherwise perform its obligations under this Agreement is/are terminated, suspended or restricted in any material way;
- 2) A Party commits a material breach of this Agreement and has not implemented steps to cure the breach within thirty (30) days of written notice describing the breach with reasonable specificity;

- 3) In performing or failing to perform the services or any other obligations under this Agreement (including but not limited to the Covered Services), the Party violates any law in a manner which has or would have a material adverse effect on the other Party and/or any of the Members; or
- 4) A Party is the subject of any proceedings under bankruptcy laws or other insolvency laws or is declared subject to judicial supervision or enter into liquidation.

(c) Termination Without Cause. Either Party shall have the right to terminate this Agreement without cause upon one hundred eighty (180) days' advance written notice to the other Party.

(d) Continuation of Obligations. In the event of termination of this Agreement, WINNEBAGO COUNTY shall pay SwedishAmerican in accordance with the terms of this Agreement for all unpaid Fees as of the date of termination. Monthly fees will be prorated to the date of termination.

#### **10. Insurance and Indemnity.**

(a) Insurance. SwedishAmerican shall, throughout the term of this Agreement and as otherwise provided below, maintain, at its sole cost and expense, policies of insurance or a program of self-insurance providing coverage for its general liability, worker's compensation, and, where applicable, professional liability with minimum limits of liability of Two Million and No/100 Dollars (\$2,000,000) per occurrence and Three Million and No/100 Dollars (\$3,000,000) in the aggregate. For clarification, the insurance limits provided herein are in no way intended to apply to malpractice insurance policies, and SwedishAmerican agrees that its providers who are providing the Covered Services will carry malpractice insurance in amounts not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Three Million and No/100 Dollars (\$3,000,000.00) in the aggregate.

(b) Indemnity by Winnebago County. Except as provided in Section 10(d) below, WINNEBAGO COUNTY agrees to indemnify, defend and hold harmless SwedishAmerican, its parents, subsidiaries, and affiliates, and their respective officers, directors, members, stockholders, employees and agents (the "SwedishAmerican indemnified parties"), from and against any liability, claim, action, loss, cost, damage or expense ("Liability") incurred or suffered by SwedishAmerican or any of the other SwedishAmerican indemnified parties to the extent that any such Liability is caused by WINNEBAGO COUNTY's breach of any of its obligations under this Agreement.

(c) Indemnity by SwedishAmerican. Except as provided in Section 10(d) below, SwedishAmerican hereby agrees to indemnify, defend and hold harmless, its parents, subsidiaries, and affiliates, and their respective officers, directors, members, stockholders, employees and agents, (the "WINNEBAGO COUNTY indemnified parties") from and against any liability incurred or suffered by WINNEBAGO COUNTY or any of the other indemnified parties directly or indirectly, arising out of the acts or omissions of SwedishAmerican or its agents or employees arising under or relating to this Agreement.

(d) Coordination of Insurance Coverage. Notwithstanding Sections 10(b) and 10(c) above, the obligation of WINNEBAGO COUNTY and SwedishAmerican respectively to indemnify each other shall not apply to: (i) the extent that such application would nullify any existing insurance coverage of the indemnifying party applicable to the underlying event giving rise to indemnification; or (ii) that portion of any claim or loss in which an insurer is obligated to defend or satisfy. However, a Party's obligation to indemnify the other Party pursuant to Section 10(b) or 10(c) (as applicable) shall include the obligation to indemnify for acts, omissions, and amounts that are covered by insurance to the extent that damages, expenses, and costs exceed the limits of such coverage.

(e) Survival. The provision of this Section 10 will survive the termination or expiration of this Agreement.

**11. Member Privacy**. The Parties shall maintain the privacy and security of individually identifiable patient health information of all Members in accordance with all relevant state and federal laws and regulations, including, but not limited to, the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 set forth at 45 CFR parts 160, 162, and 164, and agree to take such actions as necessary and appropriate in connection therewith. The Parties agree that this Section 11 shall survive the termination of this Agreement.

**12. Relationship of Parties**. This Agreement creates an independent contract relationship between SwedishAmerican and WINNEBAGO COUNTY solely for the purpose of the arrangement for and provision of Covered Services to Members, and this Agreement shall not constitute the formation of a partnership, joint venture, employment or master-servant relationship between SwedishAmerican and WINNEBAGO COUNTY. SwedishAmerican does not, and shall not as a result of this Agreement, have a fiduciary relationship with WINNEBAGO COUNTY, health plan, or any Member; and SwedishAmerican is not and shall not be deemed to be the "Administrator", the "Claim Fiduciary" or the "Named Fiduciary" of WINNEBAGO COUNTY or the sponsor of any health plan. No Provider providing services under this Agreement shall be considered an employee of WINNEBAGO COUNTY for any purpose.

**13. Advertising**. SwedishAmerican shall not disclose the making of this Agreement in any advertisement, journal, magazine or other publication or on the internet

or in any other medium, and SwedishAmerican may not use WINNEBAGO COUNTY's name or logo (including any trademark of WINNEBAGO COUNTY) in any of its advertising or publicity material without WINNEBAGO COUNTY's prior written consent, which may not be unreasonably withheld.

**14. Disputes.** WINNEBAGO COUNTY and SwedishAmerican shall attempt to amicably resolve any controversy, dispute or difference arising out of this Agreement. As such, any default (including a purported or alleged material breach of this Agreement by either Party), dispute, disagreement, controversy or claim arising out of or in connection with this Agreement that is not cured or cannot be resolved by the Parties within thirty (30) days of receipt of a notice of default or dispute, shall be referred to a Vice-President, Chief Financial Officer or other Senior Executive of each Party who together shall meet within thirty (30) days of receipt of said notice of dispute, to resolve such dispute, disagreement controversy or claim within a thirty (30) day period, subject to obtaining any necessary corporate approvals of such resolution. If a controversy, dispute or difference is not fully resolved within ninety (90) days of the initial notice of the controversy, dispute or difference, either Party may bring an action or claim related to or arising out of this Agreement in accordance with Section 16, Severability, Governing Law. Either Party will have the right to seek injunctive or other equitable relief in any such court of competent jurisdiction. Each Party agrees to continue performance of its obligations under this Agreement while any dispute is being resolved unless such obligations are terminated by the termination or expiration of this Agreement.

**15. Notices.** Any notices contemplated under this Agreement shall be in writing and shall be deemed effectively given on the date personally delivered or on the date that is three (3) days after deposit in the U.S. Mail, First Class postage prepaid, posted to the addresses listed below, unless other addresses have been designated by written notice in the manner prescribed by this Section 15. Personal delivery may be accomplished by messenger, overnight delivery service, or similar method.

**If to SwedishAmerican:**

President and CEO  
SwedishAmerican Hospital  
1313 East State Street  
Rockford, IL 61104

**If to Winnebago County:**

Director of Purchasing Winnebago County Purchasing Department  
404 Elm Street, Room 202  
Rockford, IL 61101  
815-319-4380

**16. Severability, Governing Law.** If any clause or provision herein shall be judged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision but shall remain in full force and effect. The Circuit Court for the 17th Judicial Circuit in Winnebago County, Illinois, shall have jurisdiction over any dispute which arises under this Agreement and each of the Parties submits and hereby consents to such court's exercise of jurisdiction. Each provision of this Agreement shall be enforceable independently of any other provision of this Agreement and independent of any other claim or cause of action. In the event of any dispute arising under this Agreement, it is agreed between the Parties that the laws of the State of Illinois will govern the interpretation, validity and effect of this Agreement without regard to the place of execution or place of performance thereof.

**17. Waiver of Breach.** The failure of either Party at any time to require the performance of the other of any of the provisions herein shall in no way affect the rights of the Parties to enforce the same nor shall the waiver by either Party of any breach of any provisions hereof be construed to be a waiver of any succeeding breach or as a waiver or modification of the provision itself.

**18. Complete Agreement, Amendment.** This Agreement supersedes all prior agreements and understandings between the Parties. No amendment or modification of this Agreement shall be effective unless set forth in writing and executed by both Parties.

**19. Assignment, Binding Effect.** This Agreement may not be assigned.

**20. Supervening Law.** Any provisions of law that invalidate or otherwise are inconsistent with the terms of this Agreement, or would cause one or both of the Parties to be in violation of the law, shall be deemed to have superseded the terms of this Agreement; provided, however, that the Parties shall accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of the law.

**21. Counterparts.** This Agreement may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts taken together shall constitute a single instrument. Signatures provided by facsimile, portable document format, or other electronic form shall be as binding as original signatures.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the dates set forth below, effective as of the date first set forth above.

**WINNEBAGO COUNTY, ILLINOIS**  
**A body politic**

**SWEDISHAMERICAN HOSPITAL**  
**an Illinois not for profit corporation**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 2021

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 2021

Attest:

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 2021



**EXHIBIT A**  
**to**  
**EMPLOYEE HEALTH AND WELLNESS SERVICES AGREEMENT**  
**between**  
**SWEDISHAMERICAN HOSPITAL**  
**and**  
**WINNEBAGO COUNTY**

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**Occupational Medicine**

- o Drug and Alcohol Collection (including all chain of custody procedures)  
Includes FAA, DOT 10 panel, 5 panel and Rapid (**with agreed upon fee schedule**)
- o Medical Review Officer\*
- o OSHA/DOT Worksite Surveillance/Compliance
- o Disability Related Medical Exams and Referrals\*
- o Dedicated Injury & Illness Care/Case Management
- o Workers' Compensation- Support HR & Management
- o Worksite Illness, Injuries, Triage
- o Return-to-Work Programs (Evaluation & Management)\*
- o Blood Pathogens Program
- o Laceration/Wound Care Suture Removal
- o Care for Sprains and Strains
- o Immunization (**with agreed upon fee schedule**)
- o Pre-employment and post-employment tests
  - Spirometry and Pulmonary

\* Indicates services that need close oversight or actual performance by an occupational health physician. Every effort will be made to have all services performed by the onsite staff but there may be exceptions where individuals need to be seen offsite at a SwedishAmerican Occupational Health clinic. SwedishAmerican will continue to work on the optimal delivery model to minimize cost and maintain convenience for Winnebago County.

**EXHIBIT B**  
**to**  
**EMPLOYEE HEALTH AND WELLNESS SERVICES AGREEMENT**  
**between**  
**SWEDISHAMERICAN HOSPITAL**  
**and**  
**WINNEBAGO COUNTY**

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**Primary Care Services**

- o Comprehensive annual health maintenance physicals
- o Acute care for illness and injury
- o Sports medicine consultations
- o School Physicals
- o Limited generic prescriptions medication dispensing
- o Lifestyle and Disease Management Health Services
- o Basic Laboratory Services
  - CLIA-waived POS testing
  - Labs associated with annual health maintenance visit
- o Other services as mutually determined

***Note: Any services not listed above are non-covered services and are to be billed in accordance with this agreement.***

**Wellness Services**

- o Health Risk Assessment and Biometric Screening
- o Annual lab screen to include CMP, CBC, Lipid Profile, and Hemoglobin A1C  
Reflex for any glucose greater than 99
- o Medical Director oversight of program
- o Physician lab review, abnormal lab follow-up, PCP referrals
- o Aggregate reporting and annual review of aggregate with the BLW Medical Director
- o On-site health coaching
- o Wellness Education Sessions
- o Clinic based fitness sessions **(with agreed upon fee schedule)**
- o Customized Web portal
- o Smoking cessation
- o Monthly wellness calendar of events and promotional materials for wellness activities
- o Other services as mutually determined

**EXHIBIT B-1**  
**to**  
**EMPLOYEE HEALTH AND WELLNESS SERVICES AGREEMENT**  
**between**  
**SWEDISHAMERICAN HOSPITAL**  
**and**  
**WINNEBAGO COUNTY**

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**Appendix B - Generic Medications.**

Generic meds that could be dispensed in the Clinic. This is not intended to be a final list since this would be subject to continual updating depending on our provider reviews, Medical Director approval, etc. This is only for the dispensing of the initial supply of medications and never providing refills. The intent of the on-site dispensing is to provide patients with convenient no out of pocket cost medications for common short term problems (antibiotics for 10 days for a strep throat) or a one-month supply for a medication that might be used more long-term such as an antidepressant.

Cost per package listed below are only to demonstrate the cost to SwedishAmerican. Not cost to the County.

**Medication Formulary**

Generic Name	Brand Name	Formulation	Dose	Sig	Package Size	Cost per Package	Utilization	Total Cost
Albuterol Sulfate	Ventolin	Inhaler	1-2 Puffs	UD	1 MDI	\$47.71		
Azithromycin	Z-Pak	Oral Dose Pack	500 mg / 250 mg	UD	1 Pack	\$4.07		
Amoxicillin	Amoxil	500 mg	500 mg	TID	30 Tablets	\$4.80		
Cyclobenzaprine HCl	Flexeril	Tablet	10 mg	TID	15 Tablets	\$1.50		
Meloxicam	Mobic	Tablet	15 mg	Daily	30 Tablets	\$0.90		
Amoxicillin-Pot Clavulanate	Augmentin	Tablet	875 mg	BID	20 Tablets	\$5.80		
Ciprofloxacin HCl	Cipro	Tablet	500 mg	BID	20 Tablets	\$3.60		
Montelukast Sodium	Singulair	Tablet	10 mg	Daily	30 Tablets	\$2.85		
Triamcinolone Acetonide 0.1%	Triderm	Cream	15 grams	PRN	1 Tube	\$0.25		
Trimethoprim-sulfamethoxazole	Bactrim	Tablet	800 mg/160 mg	BID	10 Capsules	\$0.37		
Doxycycline	Vibramycin	Capsule	100 mg	BID	20 Capsules	\$13.60		
Meclizine	Antivert	Tablet	25 mg	TID	15 Tablets	\$4.35		
Metronidazole	Flagyl	Tablet	500 mg	BID	14 tablets	\$2.43		
Methylprednisolone	Medrol Dose-Pak	Tablet	4 mg	UD	1 Pack	\$14.81		

**EXHIBIT C FEES**  
**to**  
**EMPLOYEE HEALTH AND WELLNESS SERVICES AGREEMENT**  
**between**  
**SWEDISHAMERICAN HOSPITAL**  
**and**  
**WINNEBAGO COUNTY**

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1. WINNEBAGO COUNTY shall pay the following fees to SwedishAmerican:

(a) An annual fee in the amount of \$330,316.33 billed by SwedishAmerican in equal monthly installments; subject to increase at the end of each Term Year. The estimated increases as of July 1, 2022, and July 1, 2023, will be three percent (3.0%).

(b) Per unit fees for items indicated to be billed to WINNEBAGO COUNTY on Exhibits A, B, or B-1. The following items/services are examples of commonly billed items/services; and the per unit fee is subject to increase at the end of each Term Year. Per unit fees shall be billed monthly by SwedishAmerican promptly after the end of the month in which the item/service is furnished.

Description	Per Unit Fee
Ankle Brace Support	\$44.10
Breath Alcohol Test	\$21.00
Crutches	\$21.00
Drug Screen Panel 10 Non-Nida Medtox	\$26.25
Drug Screen Panel 5 Nida Medtox	\$26.25
Drug Screen Test PRSMV DIR OPT OBS (Rapid)	\$15.75
Elbow Elastic w/metal joint	\$15.75
Finger Splint	\$10.50
Influenza vaccination and administration	\$23.10
KO Elastic w/joints (knee)	\$37.80
Medtox Splint	\$15.75
Non-Pneum Walking Boot	\$68.25
SARS-COV-2 COVID-19 Test	\$132.30
WHFO No Joint Prefabricated (wrist)	\$15.75

2. WINNEBAGO COUNTY shall pay the fees to SwedishAmerican in compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et. seq.).



## Resolution Executive Summary

**Prepared By:** Lafakeria Vaughn  
**Committee:** Operations and Administrative Committee  
**Committee Date:** June 3, 2021  
**Resolution Title:** Resolution Approving an Intergovernmental Agreement between the County of Winnebago and Veterans Assistance Commission of Winnebago County  
**County Code:** Not Applicable  
**Board Meeting Date:** June 10, 2021

### Budget Information:

<b>Was item budgeted?</b> N/A	<b>Appropriation Amount:</b> N/A
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b> N/A	<b>Budget Impact:</b> N/A

**Background Information:** The prior Intergovernmental Agreement (IGA) with the Veterans Assistance Commission of Winnebago (VAC) expired in June 2020. The Illinois Military Veterans' Assistance Act, codified as 330 ILCS 45/0.01, *et seq.* (Act) creates and regulates the authority of the VAC. The County of Winnebago has a maximum real estate tax rate for the VAC of not to exceed .04% of the assessed value annually on all taxable property of the County, for the sole purpose of providing assistance to military veterans and their families pursuant to the Act and the Counties Code 55 ILCS 5/5-2006. The major terms and conditions of the prior IGA will remain the same, with the inclusion of additional details related to the duties of the VAC.

**Recommendation:** Staff concurs

**Contract/Agreement:** Intergovernmental Agreement with the Veterans Assistance Commission of Winnebago County

**Legal Review:** Legal review conducted by States Attorney's Office

**Follow-Up:** N/A

**RESOLUTION  
OF THE  
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

2021 CR \_\_\_\_\_

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

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**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE COUNTY OF WINNEBAGO AND VETERANS ASSISTANCE COMMISSION OF  
WINNEBAGO COUNTY**

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**WHEREAS**, the County of Winnebago (County) and Veterans Assistance Commission of Winnebago County (VAC) are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, as specified at 5 ILCS 220/1 *et seq.* and are authorized by Article 7, Section 10 of the Constitution of the State of Illinois to cooperate for public purposes; and

**WHEREAS**, at all pertinent times hereto, there was in effect in the State of Illinois a certain statute, commonly known as the Illinois Military Veterans' Assistance Act, codified as 330 ILCS 45/0.01, *et seq.* (hereinafter referred to as the "ACT") which in pertinent part creates and regulates the authority of the Veterans' Assistance Commissions throughout the State of Illinois, including but not limited to the VAC; and

**WHEREAS**, Sections 2 and 9 of the ACT [codified as 330 ILCS 45/2 and 9] provide that the VAC shall have the authority to provide financial assistance "For the assistance of military veterans, who served in the Armed Forces of the United States, whose last discharge from the service was honorable to be eligible for assistance, their families, and the families of deceased veterans with service as described in this Section who need assistance"; and

**WHEREAS**, at the current time, as well as for the lasts several years, there has been in effect in the COUNTY a maximum real estate tax rate for the VAC of not to exceed .04% of the assessed value annually on all taxable property of the COUNTY, for the sole purpose of providing assistance to military veterans and their families pursuant to such ACT and the Illinois Counties Code, codified as 55 ILCS 5/1-1001, *et seq.*; and

**WHEREAS**, the VAC and the COUNTY have reviewed and adopted regulations for disbursement of benefits to the eligible claimants of COUNTY through the VAC, in accordance with the provisions of the aforesaid statutes; and

**WHEREAS**, the COUNTY and VAC seek to fulfill their respective responsibilities as set forth in the aforesaid statutes and as provided in the Agreement.

**NOW, THEREFORE BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that Joseph Chiarelli, the Winnebago County Board Chairman, is authorized and directed to execute the Intergovernmental Agreement between the County of Winnebago and the Veterans Assistance Commission of Winnebago County, in substantially the same form as the Agreement attached hereto as Exhibit A.

**BE IT FURTHER RESOLVED** that this Resolution shall be in full force and effect immediately upon its adoption.

**BE IT FURTHER RESOLVED** that the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to the County Administrator, the Chief Financial Officer, and the County Treasurer.

Respectfully submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

\_\_\_\_\_  
Keith McDonald, Chairman

\_\_\_\_\_  
John Butitta, Vice Chairman

\_\_\_\_\_  
Jean Crosby

\_\_\_\_\_  
Paul Arena

\_\_\_\_\_  
Joe Hoffman

\_\_\_\_\_  
Dorothy Redd

\_\_\_\_\_  
Jaime Salgado

**DISAGREE**

\_\_\_\_\_  
Keith McDonald, Chairman

\_\_\_\_\_  
John Butitta, Vice Chairman

\_\_\_\_\_  
Jean Crosby

\_\_\_\_\_  
Paul Arena

\_\_\_\_\_  
Joe Hoffman

\_\_\_\_\_  
Dorothy Redd

\_\_\_\_\_  
Jaime Salgado

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Joseph Chiarelli, Chairman of the  
County Board of the  
County of Winnebago, Illinois

ATTEST:

\_\_\_\_\_  
Lori Gummow, Clerk of the  
County Board of the  
County of Winnebago, Illinois



**INTERGOVERNMENTAL COOPERATION AGREEMENT**  
**BETWEEN**  
**COUNTY OF WINNEBAGO**  
**AND**  
**THE VETERANS ASSISTANCE COMMISSION**  
**OF WINNEBAGO COUNTY**

This Intergovernmental Agreement (hereinafter referred to as “this Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the County of Winnebago, a body politic and corporate, (hereinafter, "COUNTY") and the Veterans Assistance Commission of Winnebago County (hereinafter, "VAC"), a local governmental unit established under the Military Veterans Assistance Act (330 ILCS 45/0.01 *et. seq.*).

**RECITALS**

**WHEREAS**, the COUNTY and VAC are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, as specified at 5 ILCS 220/1, *et seq.*, and are authorized by Article 7, Section 10 of the Constitution of the State of Illinois to cooperate for public purposes; and

**WHEREAS**, at all pertinent times hereto, there was in effect in the State of Illinois a certain statute, commonly known as the Illinois Military Veterans’ Assistance Act, codified as 330 ILCS 45/0.01, *et seq.* (hereinafter referred to as the “ACT”) which in pertinent part creates and regulates the authority of the Veterans’ Assistance Commissions throughout the State of Illinois, including but not limited to the VAC; and

**WHEREAS**, Sections 2 and 9 of the ACT [codified as 330 ILCS 45/2 and 9] provide that the VAC shall have the authority to provide financial assistance “For the assistance of military veterans, who served in the Armed Forces of the United States, whose last discharge from the service was honorable to be eligible for assistance, their families, and the families of deceased veterans with service as described in this Section who need assistance”; and

**WHEREAS**, Section 10 of the ACT [codified as 330 ILCS 45/10] provides, in pertinent part, as follows: “The superintendent, designated Superintendent of Veterans Assistance of the county, shall, under the direction of the commission, have charge of and maintain an office in the county building or other central location, to be used solely by the commission for carrying on its assistance work. The county shall provide the office and furnish all necessary supplies, including telephone, printing, stationery and postage therefor ..... The county board shall also provide funds to the commission to reimburse the superintendent, officers, delegates and employees for certain expenses which are approved by the commission.”; and

**WHEREAS**, at the current time, as well as for the last several years, there has been in effect in the COUNTY a maximum real estate tax rate for the VAC of not to exceed .04% of the assessed value annually on all taxable property of the COUNTY, for the sole purpose of providing assistance to military veterans and their families pursuant to such ACT; and

**WHEREAS**, at all times relevant hereto there was in effect in the State of Illinois, a certain statute, commonly known as the Illinois Counties Code [codified as 55 ILCS 5/1-1001, *et seq.*] which provides in pertinent part, as follows: “Sec. 5-2006. Tax for veterans assistance commission. The county board of each county having a population of less than 3 million in which there is a Veterans Assistance Commission as provided in Section 9 of the Military Veterans Assistance Act may levy a tax of not to exceed .03% of the assessed value annually on all taxable property of the county, for the purpose of providing assistance to military veterans and their families pursuant to such Act. .... The proceeds of any tax so levied shall be used exclusively for the assistance purposes authorized thereunder, and a portion of the proceeds of said annual real estate taxes may be expended for the salaries or expenses of any officers or employees of the VAC or for any other expenses incident to the administration of such assistance.

This tax shall be in addition to all other taxes which the county is authorized to levy on the aggregate valuation of the property within the county and shall not be included in any tax limitation of the rate upon which taxes are required to be extended, but shall be excluded therefrom and in addition thereto. The tax shall be levied and collected in like manner as the general taxes of the county, and, when collected, shall be paid into a special fund in the county treasury and used only as herein authorized.”; and

**WHEREAS**, at all times relevant hereto there was in effect in the State of Illinois a certain statute commonly known as The Illinois Public Aid Code, and Section 12-21.13 of said Public Aid Code requires that the County annually levy for VAC Purposes a real estate tax equal to an amount “which, when added to the unobligated balance available for such purpose at the close of the preceding fiscal year will equal .02% of the last known assessed value of the taxable property in the county”; and

**WHEREAS**, the VAC and the COUNTY have reviewed and adopted regulations for disbursement of benefits to the eligible claimants of COUNTY through the VAC, in accordance with the provisions of the aforesaid statutes; and

**WHEREAS**, the Act provides for the oversight and distribution of benefits to eligible Veterans, and provides requirements to support salaries, office space, and necessary supplies for the VAC office, and

**WHEREAS**, the COUNTY and VAC seek to fulfill their respective responsibilities as set forth in the aforesaid statutes.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein the COUNTY and the VAC agree as follows:

**1. BUDGET**

- A. The VAC shall annually present a budget to the COUNTY that represents the planned expenditures for the upcoming fiscal year in accordance with the budget schedule as followed by COUNTY departments except as may be otherwise authorized or required by State Statute. The COUNTY annual real estate tax levy for VAC purposes shall comply with Section 12-21.13 of the Illinois Public Aid Code (codified as 305 ILCS 5/12-21.13), if applicable. The County shall levy for assistance to military veterans and their families, within the time that such levy is authorized to be made, a tax of an amount which, when added to the unobligated balance available for such purpose at the close of the preceding fiscal year will equal .02% of the last known assessed value of the taxable property in the county. If, however, at the latest date in the year on which the aforesaid taxes are authorized to be levied there is in the unobligated balance of the VAC an amount equal to .02%, of the last known total equalized value of all taxable property in the governmental unit, then no real estate tax need be levied in that year in order for the local governmental unit to qualify for State funds.
- B. The COUNTY shall approve or disapprove of said VAC's annual property tax levy. The VAC shall approve a budget within the tax levy set in the COUNTY budget.
- C. Should there be a disagreement between the COUNTY and the VAC for the total amount of expenditures the VAC submits to the COUNTY for the upcoming year, the VAC and COUNTY mutually agree to work together in good faith to resolve such disagreements, in order to fully carry out the purpose and intent of the ACT.
- D. Once approved by the COUNTY, the VAC Budget and accompanying revenues for the fiscal year shall not be altered unless the VAC first votes to make such change and thereafter said change is approved by the COUNTY through the budget amendment process.
- E. The COUNTY shall continue to account for the funds spent and received in the Veterans Assistance Fund. There are two main line item appropriations in the COUNTY budget for VAC purposes: (A) Other Professional Services which pays the VAC's operational expenses and (B) Veterans' Assistance Payments. The COUNTY shall make the Veterans' Assistance Payments to the vendors. Any uses of the Veterans Assistance Fund outside of the VAC budget shall require approval by the VAC and the COUNTY. The Veterans Assistance Fund balance should be managed, by consent of the parties, so as not to exceed one (1) year's annual projected budget or less than 25% of one (1) year's annual projected budget. The COUNTY may retain a reasonable fund balance (within the parameters above) to account for contingent payables under Section IV, payment and audit procedures to follow. Likewise, the VAC may retain (in their account) a reasonable amount for future capital expense or for contingent administrative expenses. Requested allocations from the Veterans Assistance Fund balance by the Superintendent to the COUNTY shall be approved by the VAC prior to said requests.

- F. The COUNTY shall distribute the allotment for Other Professional Services from the County budget to the VAC in four increments upon written request from the VAC Superintendent to the COUNTY at the beginning of each fiscal quarter. (October, January, April and July). The parties hereto recognize that an Illinois state statute (330 ILCS 45/10) requires that “[T]he county shall provide the office and furnish all necessary supplies, including telephone, printing, stationery and postage therefor.” In order to implement the provisions of the above-cited statute, the COUNTY’s allotment for Other Professional Services paid to the VAC shall be funded by the COUNTY’s funds and shall not be funded by the receipts of the VAC’s annual real estate taxes.

## **2. COUNTY RESPONSIBILITIES**

- A. At no costs to the VAC, the COUNTY shall provide the VAC with reasonable and adequate office space in 555 North Court Street, Rockford, Illinois. Such office shall be for the exclusive use of the VAC in the carrying out of its duties and shall be clearly marked as being the office of the “Veterans Assistance Commission of Winnebago County”. In accordance with the ACT (330 ILCS 45/10, as amended) the COUNTY shall not charge the VAC any rent for said office.
- B. At no cost to the VAC, the COUNTY shall also provide to the VAC all office supplies and furnishings, IT support, purchasing services as requested, printing services, and postage to the extent provided for by the ACT. In accordance with the ACT (330 ILCS 45/10, as amended) the COUNTY shall not charge the VAC for the costs of the above items and services. Any goods provided by the COUNTY for VAC use shall be made in accordance with all applicable laws of the State. The monies from the VAC’s annual real estate taxes shall not fund the purchases and payments described in this Paragraph (B).
- C. The COUNTY shall not be required to indemnify the VAC for attorney's fees or damages arising out of civil litigation or be responsible for punitive damages assessed against the VAC, its agents, officers, or employees except as may be required under a Contributory negligence theory.

## **3. VAC RESPONSIBILITIES**

The statutory function of the VAC is to provide financial assistance to needy Veterans, the needy surviving spouse of a Veteran, and the minor children of a Veteran not in the Veteran’s custody. Eligibility for financial assistance is done in accordance with written standards approved by the VAC. Financial assistance may only be approved for basic living expenses such as food, shelter, utilities, personal needs, transportation, and independent living expenses. The Veterans Assistance Program consists of interim financial assistance and should not be considered an on-going financial supportive program over any considerable period of time.

In addition to these statutory responsibilities, the VAC provides:

- A. *VA Claims Representation*: Assist Veterans and their family members in the filing of claims for various programs authorized by the United States Government and maintained by the US Department of Veterans Affairs. VAC Veterans Service Officers are recognized by the VA General Counsel to present and prosecute claims submitted on behalf of Veterans and eligible family members. These programs include Disability Compensation, Pension, Dependents Indemnity Compensation, Headstones, and College programs. Success of this function results in reducing the clients need for financial assistance under the VAC's mandatory function and reduces the need for other County funded and non-funded social services.
- B. *Transportation*: Transport eligible Veterans to and from the Madison VA Medical Center and local transportation to VA scheduled appointments in support of the Mission Act at no cost to the Veteran. Transportation may be limited by available resources.
- C. *Advocacy Services*: Provide Advocacy services include representing, and/or working closely with, and/or applying to the proper local, state or federal agencies or local intervention with vendors such as landlords or utility companies, to procure benefits and ensure the rights and benefits that each Veteran is entitled to have been granted to the Veteran, surviving spouse, and/or dependent.
- D. *Referral Services*: Work with many local government and social service agencies to provide VAC clients with valuable services helpful to their specific need.
- E. Ensure that all of VAC's records are maintained in accordance with applicable federal, state, and local requirements.
- F. Coordinate with the Administrators of General Assistance for each Township to ensure that all eligible veterans and family members can access programs and services of either entity.
- G. Comply with the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*) and Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*). In accordance with those statutes, the VAC shall maintain their own FOIA officer and OMA designees. Any litigation arising out of the VAC's action with respect to these Acts shall be the responsibility of the VAC. At no time shall the COUNTY indemnify the VAC for attorney's fees, court costs, or damages arising out of such litigation, unless otherwise so ordered by a court of competent jurisdiction.
- H. Be responsible for procuring the services of an Illinois licensed attorney to serve as legal counsel for the VAC. The VAC shall be responsible for the payment of fees for any legal services accrued through the course of administering services under the Act and shall budget for such legal representation accordingly. The VAC acknowledges that the Winnebago County (Illinois) State's Attorney's Office shall not provide any legal counsel or representation to the VAC, and that under no circumstances shall the COUNTY indemnify the VAC for the cost of any legal representation or the costs incurred as a result of litigation in which the VAC is involved, except as otherwise so ordered by a court of competent jurisdiction.

#### **4. PAYMENT AND AUDIT PROCEDURES**

- A. Payment of Vouchers: Amounts to be paid by the COUNTY for assistance provided in connection with this Agreement shall be processed through the regular Accounts Payable system of the COUNTY.
1. All vouchers submitted for payment by the VAC shall meet the requirements of the COUNTY accounts payable system.
  2. All assistance vouchers submitted through the accounts payable system must be accompanied by a signed statement of claim and/or original.
  3. The COUNTY shall reimburse, through the voucher process, any assistance or emergency claims paid directly by the VAC.
- B. The VAC may budget and contract for an independent audit at such times that it deems necessary. Should the VAC procure such an audit, it will provide the COUNTY with a copy of the final Audit report upon its approval and acceptance by the VAC.

#### **5. GENERAL PROVISIONS**

- A. TERM: This Agreement shall be in full force and effect commencing on the \_\_\_\_ day of \_\_\_\_, 2021 for a period of four years. This Agreement may be terminated by either party with or without cause by providing sixty (60) days written notice to the other party.
- B. AMENDMENTS: A meeting between the COUNTY and the VAC shall be held annually to review this Agreement and discuss any changes required to effectuate the purpose and intent of the ACT. Any amendments to this Agreement must be made in writing and approved by the authorizing officials of the COUNTY and the VAC. Additionally, annually the VAC shall make a presentation to the COUNTY on the current functions, services and funding of the VAC.
- C. It is mutually acknowledged by both parties that the VAC is a non-Home Rule unit of local government of the State of Illinois separate and apart from the COUNTY, and that persons engaged in the administration of veterans benefits are employees of the VAC and not of the COUNTY.
- D. The Superintendent and other employees of the VAC are employees of the VAC and are not employees of the COUNTY. The VAC Superintendent and employees required to administer the VAC program shall receive compensation and benefits from the VAC as provided for in the ACT. The VAC shall be responsible for paying from its Operational Expenses portion of its budget the Workers' Compensation insurance in accordance with statutory requirements.
- E. This Agreement represents the entire agreement between the COUNTY and the VAC and supersedes all prior negotiations and representations, whether written or oral. None of the provisions of this Agreement may be waived, changed, or modified except by instruments in writing signed and agreed to by both parties hereto.



- F. This Agreement shall not be construed to supersede, waive, or otherwise limit the statutory rights, duties or authority granted to the VAC and the COUNTY under the applicable federal law or state statutes, including, but not limited to, the State of Illinois Military Veterans Assistance Act (330 ILCS 45/0.01 *et seq.*) Nor is this Agreement a waiver by the VAC or the COUNTY of any of the duties or obligations of the COUNTY or the VAC which may have been created as part of the VAC's organization under the ACT.
- G. The laws of the State of Illinois shall govern this Agreement. Venue for the resolution of any disputes or enforcement of any rights pursuant to this Agreement shall be in the 17th Judicial Circuit Court of Winnebago County, Illinois.
- H. The invalidity or enforceability of any of the provisions of this Agreement shall not affect the validity or enforceability of the remainder of this Agreement.
- I. If a dispute arises between the COUNTY and the VAC under the Agreement, each party shall be responsible for its own attorney's fees and court costs.
- J. All notices, approvals, or other communications that either party desires or is required to give to the other party under terms of this agreement, shall be in writing and shall be considered to be properly given (i) if hand delivered by messenger, (ii) if mailed in the United States via certified or registered mail, postage prepaid, return receipt requested, (iii) if telefaxed, telegraphed, or tele-copied during normal business hours, (iv) if delivered by reputable express carrier, prepaid the next business day after delivery to such carrier; or by electronic mail with a return confirmation that the electronic message was received by the user during normal business hours, addressed to such party as follows below. Either party may, at any time, give notice to the other party of a change of name, address, telephone, or facsimile number. Notice shall be given to the parties as follows:

COUNTY: County of Winnebago  
ATTN: County Administrator  
404 Elm Street  
Rockford, Illinois 61101

VAC: Winnebago County Veterans Assistance Commission  
ATTN: Superintendent  
555 North Court Street  
Suite 300e  
Rockford, Illinois 62203  
Email: VAC@wincoil.us

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first indicated above by their duly authorized representatives.

“COUNTY”

**COUNTY OF WINNEBAGO,**  
an Illinois body politic and corporate

\_\_\_\_\_  
Joseph Chiarelli  
Chairman of the County Board of the  
County of Winnebago, Illinois

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Lori Gummow  
Clerk of the County Board of the  
County of Winnebago, Illinois

Date: \_\_\_\_\_

“VAC”

**VETERANS ASSISTANCE COMMISSION  
OF WINNEBAGO COUNTY**

\_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_



**INTERGOVERNMENTAL COOPERATION AGREEMENT~~BETWEEN~~**  
**BETWEEN**  
**WINNEBAGO COUNTY~~AND~~**  
**AND**  
**THE VETERANS ASSISTANCE COMMISSION OF WINNEBAGO COUNTY**

~~This Intergovernmental Agreement is made and entered into this \_\_\_\_ day of May, 2016, by and~~

This Intergovernmental Agreement (hereinafter referred to as “this Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_, 2021, by and between the County of Winnebago, a body politic and corporate, (hereinafter COUNTY“~~COUNTY~~”) and the Veterans Assistance Commission of Winnebago County (hereinafter, VAC“~~VAC~~”), a local governmental unit established under the Military Veterans Assistance Act (330 ILCS 45/0.01 *et. seq.*) (the ACT)“~~ACT~~”).

**RECITALS**

~~WHEREAS, the COUNTY and VAC are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, as specified at 5 ILCS 220/1, et seq., and are authorized by Article 7, Section 10 of the Constitution of the State of Illinois to cooperate for public purposes; and~~ WHEREAS, at all pertinent times hereto, there was in effect in the State of Illinois a certain statute, commonly known as the Illinois Military Veterans’ Assistance Act, codified as 330 ILCS 45/0.01, et seq. (hereinafter referred to as the “ACT”) which in pertinent part creates and regulates the authority of the Veterans’ Assistance Commissions throughout the State of Illinois, including but not limited to the VAC; and

~~WHEREAS, the VAC provides the valuable service of administering services and benefits to qualified Veterans, surviving spouses, or eligible family members in Winnebago County; and~~

WHEREAS, Sections 2 and 9 of the ACT [codified as 330 ILCS 45/2 and 9] provide that the VAC shall have the authority to provide financial assistance “For the assistance of military veterans, who served in the Armed Forces of the United States, whose last discharge from the service was honorable to be eligible for assistance, their families, and the families of deceased veterans with service as described in this Section who need assistance”; and

WHEREAS, Section 10 of the ACT [codified as 330 ILCS 45/10] provides, in pertinent part, as follows: “The superintendent, designated Superintendent of Veterans Assistance of the county, shall, under the direction of the commission, have charge of and maintain an office in the county building or other central location, to be used solely by the commission for carrying on its assistance work. The county shall provide the office and furnish all necessary supplies,

including telephone, printing, stationery and postage therefor. . . . The county board shall also provide funds to the commission to reimburse the superintendent, officers, delegates and employees for certain expenses which are approved by the commission.”; and

~~WHEREAS, the VAC provides the valuable service of administering services and benefits to qualified veterans, surviving spouses, or eligible family members in Winnebago County; and~~

WHEREAS, at the current time, as well as for the last several years, there has been in effect in the COUNTY a maximum real estate tax rate for the VAC of not to exceed .04% of the assessed value annually on all taxable property of the COUNTY, for the sole purpose of providing assistance to military veterans and their families pursuant to such ACT; and

WHEREAS, at all times relevant hereto there was in effect in the state of Illinois, a certain statute, commonly known as the Illinois Counties Code [codified as 55 ILCS 5/1-1001, et seq.] which provides in pertinent part, as follows: “Sec. 5-2006. Tax for veterans assistance commission. The county board of each county having a population of less than 3 million in which there is a Veterans Assistance Commission as provided in Section 9 of the Military Veterans Assistance Act may levy a tax of not to exceed .03% of the assessed value annually on all taxable property of the county, for the purpose of providing assistance to military veterans and their families pursuant to such Act. . . . The proceeds of any tax so levied shall be used exclusively for the assistance purposes authorized thereunder, and a portion of the proceeds of said annual real estate taxes may be expended for the salaries or expenses of any officers or employees of the VAC or for any other expenses incident to the administration of such assistance.

This tax shall be in addition to all other taxes which the county is authorized to levy on the aggregate valuation of the property within the county and shall not be included in any tax limitation of the rate upon which taxes are required to be extended, but shall be excluded therefrom and in addition thereto. The tax shall be levied and collected in like manner as the general taxes of the county, and, when collected, shall be paid into a special fund in the county treasury and used only as herein authorized.”; and

WHEREAS, at all times relevant hereto there was in effect in the State of Illinois a certain statute commonly known as The Illinois Public Aid Code, and Section 12-21.13 of said Public Aid Code requires that the County annually levy for VAC Purposes a real estate tax equal to an amount “which, when added to the unobligated balance available for such purpose at the close of the preceding fiscal year will equal .02% of the last known assessed value of the taxable property in the county”; and

WHEREAS, the VAC and the COUNTY~~Winnebago County Board~~Winnebago County Board ~~have reviewed and adopted regulations for disbursement of benefits to the eligible claimants of Winnebago COUNTY~~~~ounty Winnebago County~~ through the VAC, in accordance with the provisions~~provision~~ of the aforesaid statutes; and

~~WHEREAS, the Act provides for the oversight and distribution of benefits to eligible veterans, and provides requirements to support salaries, office space and necessary supplies for the administration of the VAC office; and~~

~~WHEREAS, the COUNTY and are desirous of fulfilling seek to fulfill the VAC are desirous of fulfilling their respective responsibilities as set forth in the aforesaid statutes; and~~

~~NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein the COUNTY and the VAC agree as follows:~~

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein the COUNTY and the VAC agree as follows:

## 1. BUDGET AND COMPENSATION

### I. BUDGET & COMPENSATION

A. The VAC shall annually present a budget request to the COUNTY that represents the planned expenditures for the upcoming fiscal year in accordance with the budget schedule as followed by other COUNTY departments except as may be otherwise authorized or required by State Statute. The COUNTY annual real estate tax levy for VAC purposes shall comply with Section 12-21.13 of the Illinois Public Aid Code (codified as 305 ILCS 5/12-21.13), if applicable. The VAC budget is determined in accordance with the Illinois Statute (305 ILCS 5/12-21.13). The County shall levy for assistance to military veterans and their families, within the time that such levy is authorized to be made, a tax of an amount which, when added to the unobligated balance available for such purpose at the close of the preceding fiscal year will equal .02% of the last known assessed value of the taxable property in the county. If, however, at the latest date in the year on which the aforesaid taxes are authorized to be levied there is in the unobligated balance of the VAC local governmental unit an amount equal to .10%, or .02% in the case of Veterans' Assistance, of the last known total equalized value of all taxable property in the governmental unit, then no real estate tax need be levied in that year in order for the local governmental unit to qualify for State funds.

~~A. The VAC shall annually present a budget request to the COUNTY that represents the expenditures for the upcoming fiscal year in accordance with the budget schedule as followed by other COUNTY departments.~~

B. The County COUNTY Board The County Board shall approve or disapprove of said VAC's annual budget property tax levy request. The VAC shall approve a budget within the tax levy set in the Winnebago County COUNTY budget budget request.

C. Should there be a disagreement between the COUNTY and the VAC for the total amount of expenditures the VAC submits to the COUNTY for the upcoming year, the VAC and

COUNTY mutually agree to work together in good faith to resolve such disagreements, in order to fully carry out the purpose and- intent of the ACT.

~~D. The VAC Superintendent and employees required to administer the VAC program shall be compensated as provided for in the ACT. The Superintendent and other employees of the VAC shall be employees of the VAC and are not employees of the COUNTY.~~ <sup>fiscal</sup>

~~year, the VAC and COUNTY mutually agree to work together in good faith to resolve any such disagreements, in order to fully carry out the purpose and intent of the ACT.~~

- B. ~~The VAC Superintendent and employees required to administer the VAC program shall be compensated as provided for in the ACT. The Superintendent and other employees of the VAC shall be employees of the VAC, and are not employees of the COUNTY.~~

~~DE.~~ Once approved by the County, COUNTY County, the VAC Budget and accompanying revenues for the fiscal year shall not be altered unless ~~agreed to by the parties~~ VAC first votes to make such change -and thereafter said change is approved ~~agreed to by the COUNTY County Board through the budget amendment process~~ parties.

- C. ~~The County will continue to account for the funds spent and received in the Veterans Assistance Fund. Any uses of the Veterans Assistance Fund outside of the VAC Budget would require approval by the VAC and the County. The Veterans Assistance Fund balance should be managed, by consent of the Parties, so as to not exceed one (1) year's annual projected budget or less than 30% of one~~

F. ~~The COUNTY will continue to account for the funds spent and received in the Veterans Assistance Fund. re two alin ropriatinOUNTY budgt VACp: (A) Oh Posioaervcch pay AC's pal expesB) Vetern Asanc menshe OY sa the Vees's Payment dors. Any uses of the Veterans Assistance Fund outside of the VAC budget would ll require approval by the VAC and the NTY County. The Veterans Assistance Fund balance should be managed, by consent of the parties, so as not to exceed one (1) year's annual projected budget or less than 3025% of one (1) year's annual projected budget. The COUNTY. The County may retain a reasonable fund balance (within the parameters above) to account for contingent payables under Section IV, payment and audit procedures., Payment and Audit Procedures to follow. Likewise, the VAC may retain (in their account) a reasonable amount for future capital (future discretionary transportation function) expense of(future discretionary transportation function) expense or for contingent administrative expenses. Requested allocations from the Veterans Assistance Fund balance by the Superintendent to the COUNTYCounty shall be approved by the VAC prior to said requests.~~

~~G. Periodic allocations of the "extended" and approved VAC budget shall be made upon written request from the VAC Superintendent to the COUNTY. These allocations will come from the administrative costs to operate the VAC office as agreed on by the parties each year.~~

~~G.~~

F. The COUNTY shall distribute the allotment for Other Professional Services from the county budget to the VAC in four increments upon written request from the VAC Superintendent to the COUNTY, at the beginning of each fiscal quarter. (October, January, April December, March, and Julyne.). The parties hereto recognize that an Illinois state statute (330 ILCS 45/10) requires that "[T]he county shall provide the office and furnish all necessary supplies, including telephone, printing, stationery and postage therefor." In order to implement of provisions of the above-cited statute, the COUNTY's allotment for Other Professional Services paid to the VAC

shall be funded by the COUNTY's funds and shall not be funded by the receipts of the VAC's annual real estate taxes.

~~D.C.~~ Periodic allocations of the "extended" and approved VAC Budget shall be made upon written request from the VAC Superintendent to the County. These allocations will come from the administrative costs to operate the VAC office as agreed on by the parties each year.

~~E.—~~

~~F.—~~

~~G.D.~~ **2. COUNTY RESPONSIBILITIES**

A. At no costs to the VAC, the COUNTY ~~The County Board~~ The County Board shall provide the VAC with reasonable and adequate office space in 555 North Court Street, Rockford, Illinois ~~such central location that is mutually agreeable to both the VAC and the COUNTY. such central location that is mutually agreeable to both the VAC and the COUNTY.~~ Such office shall be for the exclusive use of the VAC in the carrying out of its duties, and shall be clearly marked as being the office of the "Veterans Assistance Commission of Winnebago County". In accordance with the ACT (330 ILCS 45/10, as amended) the ~~Should the COUNTY require that the VAC enter into a written lease or pay a periodic rent for the use of such office space, the COUNTY shall not charge provide the VAC any rent for said Office.~~ Should the COUNTY require that the VAC enter into a written lease or pay a periodic rent for the use of such office space, the COUNTY shall provide the VAC with such additional funds as to cover the cost of such rent. ~~with such additional funds as to cover the cost of such rent.~~

B. The County Board ~~At no cost to the VAC, the COUNTY~~ The County Board shall also provide to the VAC all for office supplies and furnishings, IT support, purchasing services as requested, printing services, and postage to the extent provided for by the ACT. In accordance with the ACT (330 ILCS 45/10, as amended) the COUNTY shall not charge the VAC for the costs of the above items and services. Any goods provided by the COUNTY for VAC use shall be made in accordance with the Winnebago County Purchasing Ordinance and all applicable laws of the State. The monies from the VAC's annual real estate taxes shall not fund the purchases and payments described in this Paragraph (B)

~~use shall be made in accordance with the Winnebago County Purchasing Ordinance and all applicable purchasing laws of the State.~~

C. The COUNTY shall not be required to indemnify the VAC for attorney fees or damages arising out of civil litigation or be responsible for punitive damages assessed against the VAC, its agents, officers, or employees except as may be required under a Contribution theory.

~~D. Any COUNTY policies or Procedures that effect the operation of the VAC (or matters under this agreement) shall be provided to the VAC for reference.~~

~~Any County Policies or Procedures that effect the operation of the VAC (or matters under this Agreement) shall be provided to the VAC for reference.~~

### **3. VAC RESPONSIBILITIES**

The statutory function of the VAC is to provide financial assistance to needy Veterans, the needy surviving spouse of a Veteran, and the minor children of a Veteran not in the Veteran's custody. Eligibility for financial assistance is done in accordance with written standards approved by the Veterans Assistance Commission (the "VAC"). Financial assistance may only be approved for basic living expenses such as food, shelter, utilities, personal needs, transportation, and independent living expenses. The Veterans Assistance Program consists of interim financial assistance and should not be considered an on-going financial supportive program over any considerable period of time.

~~The VAC shall provide services and benefits to qualified veterans in Winnebago County, and/or their families or survivors in fulfillment of the Act. To fulfill its statutory duties, the VAC shall:~~

~~H.E. \_\_\_\_\_ Ensure that information related to eligible veterans programs is distributed and that eligible veterans are contacted.~~

~~I.F. Assist in completion and review of applications for assistance in a timely manner following rules and procedures outlined in the VAC's Handbook, Guide of Services Provided Rules and Eligibility Standard ("Handbook").~~

~~J.G. \_\_\_\_\_ Maintain a complete set of Veterans Financial Assistance records on each case that includes all documentation required for a decision on eligibility, and maintained in such a way so as to provide for proper case management and ease of auditing.~~



In addition to these statutory responsibilities, the VAC provides:

1. Required Documentation such as eligibility documentation shall include, at a minimum, appropriate evidence of the veteran's military service, proof of residency in Winnebago County, and any other such information as the Act may require.

- A. *VA Claims Representation:* Assist Veterans and their family members in the filing of claims for various programs authorized by the United States Government and maintained by the US Department of Veterans Affairs. VAC Veterans Service Officers are recognized by the VA General Counsel to present and prosecute claims submitted on behalf of Veterans and eligible family members. These programs include Disability Compensation, Pension, Dependents Indemnity Compensation, Headstones, and College programs. Success of this function results in reducing the clients need for financial assistance under the VAC's mandatory function and reduces the need for other County funded and non-funded social services.
- B. *Transportation:* Transport eligible Veterans to and from the Madison VA Medical Center and local transportation to VA scheduled appointments in support of the Mission Act at no cost to the Veteran. Transportation may be limited by available resources.
- C. *Advocacy Services:* Provide Advocacy services include representing, and/or working closely with, and/or applying to the proper local, state or federal agencies or local intervention with vendors such as landlords or utility companies, to procure benefits and ensure the rights and benefits that each Veteran is entitled to have been granted to the Veteran, surviving spouse, and/or dependent.
- D. *Referral Services:* Work with many local government and social service agencies to provide VAC clients with valuable services helpful to their specific need.
- E. *Ensure that all of VAC's records are maintained in accordance with applicable federal, state, and local requirements.*
  2. *Other documentation:* Further documentation may include, but is not limited to, social security numbers, marriage certificates, birth certificates, driver's license numbers, legal decrees and court orders, verification of income, governmental assistance program documentation, history of prior residency in Winnebago County, case notes, and information on referrals to other assistance programs. Said Veterans Financial Assistance records shall be made available to the COUNTY in order that the COUNTY may fulfill its general financial oversight responsibility over the funds distributed through the VAC.
  3. *Documents shall be maintained in a secure manner as outlined in the U.S. Department of Veterans Affairs ("VA") related documents; such documents shall be maintained in a secure manner as outlined in the Handbook, per agreements with certifying agencies, the VA General Counsel and in compliance with State and Federal Laws.*



~~K.H. Adopt an approved program description, stating: eligibility requirements; assistance provided; and operating policies and procedures that do not conflict with this Agreement or the requirements of the ACT.~~

~~L.I. Make every effort to ensure that the VAC office is adequately staffed to provide service during the normal business days and hours of the County building in which the VAC is located.~~

~~F. Coordinate Share information to the greatest extent feasible with the Winnebago County Board's Finance Committee and Administrators of General Assistance for each Township to ensure that all eligible veterans and family members can access the highest standard of customer service for veterans accessing the programs and services of either entityboth entities.~~

G. Comply with the Illinois Freedom of Information Act and Illinois Open Meetings Act. In accordance with those statutes, the VAC shall maintain their own FOIA officer and OMA designees. Any litigation arising out of the VAC's action with respect to these Acts shall be the responsibility of the VAC. At no time shall the COUNTY indemnify the VAC for attorney fees, court costs, or damages arising out of such litigation, unless otherwise so ordered by a court of competent jurisdiction.

~~—The VAC shall provide services and benefits to qualified Veterans in Winnebago County, and/or their families or survivors in fulfillment of the ACT. To fulfill its statutory duties, the VAC shall:~~

H. Be responsible for procuring the services of an Illinois licensed attorney to serve as legal counsel for the VAC. The VAC shall be responsible for the payment of fees for any legal services accrued through the course of administering~~administrating~~ services under the Act, and shall budget bud get for such legal representation accordingly. The VAC acknowledges that the Winnebago County (Illinois) State's Attorney's Attorney's Office shall not provide any legal counsel or representation to the VAC, and that under no circumstances shall the COUNTY indemnify the VAC for the cost of any legal representation or the costs incurred as a result of litigation in which the VAC is involved, except as otherwise so ordered by a court of competent jurisdiction.

~~A. The VAC shall provide services and benefits to qualified Veterans in Winnebago County, and/or their families or survivors in fulfillment of the ACT. Ensure that information related to eligible Veteran programs is distributed and that eligible veterans are contacted.~~

~~B. Assist in eligible applicants to completion and review of applications requests for assistance in a timely manner following rules and procedures outlined in the VACs current VAC guidelines.handbook, guide of services provided rules and eligibility standard ("Handbook").~~

C. ~~Maintain a complete set of Veterans Assistance records on~~ for each case that includes all documentation required ~~for a decision on eligibility and maintained~~ in such a way so as to provide for proper case management and ease of auditing. Assistance records shall be made available to the COUNTY in order that the COUNTY may fulfill its general financial oversight responsibility over the funds distributed through the VAC.

~~1. Required documentation such as eligibility documentation shall include, at a minimum, appropriate evidence of the Veterans military service, proof of residency in Winnebago County, and any other such information as the ACT may require.~~

~~2. Other documentation: Further documentation may include, but is not limited to: social security numbers, marriage certificates, birth certificates, drivers license numbers, legal decrees and court orders, verification of income, governmental assistance program documentation, history of prior residency in Winnebago County, case notes, and information on referrals to other assistance programs. Said Veterans Financial Assistance records shall be made available to the COUNTY in order that the COUNTY may fulfill its general financial oversight responsibility over the funds distributed through the VAC.~~

~~3. Documents shall be maintained in a secure manner as outlined in the U.S. Department of Veterans Affairs (VA) related documents; such documents shall be maintained in a secure manner as outlined in the Handbook, per agreements with certifying agencies, the VA General Counsel, and in compliance with State and federal laws.~~

~~D. Adopt an approved program description stating eligibility requirements; assistance provided; and operating procedures that do not conflict with this Agreement or the requirements of the ACT.~~

~~E. Make every effort to ensure that the VAC office is adequately staffed to provide service during the normal business days and hours of the County building in which the VAC is located.~~

~~F. Share information to the greatest extent possible with the Winnebago County Board's Finance Committee~~

~~D. Coordinate with the Administrators of General Assistance for each Township to ensure that all eligible ensure the highest standard of customer service for veterans and family members can accessing the programs and services of both entities.~~

G. Comply with the Illinois Freedom of Information Act and Illinois Open Meetings Act. In accordance with those statutes, the VAC shall maintain their own FOIA officer and OMA designees. Any litigation arising out of the VAC's action with respect to these Acts shall be the responsibility of the VAC. At no time shall the COUNTY indemnify the VAC for attorney fees, court costs, or damages arising out of such litigation.

H. Be responsible for procuring the services of an Illinois licensed attorney to serve as legal counsel for the VAC. The VAC shall be responsible for the payment of fees for any legal services accrued through the course of administering services under the Act and shall budget for such legal representation accordingly. The VAC acknowledges that the Winnebago County (Illinois) State's Attorney's Office shall not provide any legal counsel or representation to the VAC, and that under no circumstances shall the COUNTY indemnify the VAC for the cost of any legal representation or the costs incurred as a result of litigation in which the VAC is involved.

~~I. The VAC acknowledges that the Superintendent and other employees of the VAC are employees of the VAC and are not employees of the COUNTY. D. The VAC Superintendent and employees required to administer the VAC program shall be compensated as provided for in the ACT. The Superintendent and other employees of the VAC shall be employees of the VAC and are not employees of the COUNTY.~~

~~M. The VAC acknowledges that the Superintendent and other employees of the VAC are employees of the VAC, and are not employees of the COUNTY.~~

~~N.~~

~~J. J. The VAC shall be responsible for procuring, at its own cost, Workers' Compensation insurance in accordance with statutory requirements.~~

~~O.K. The VAC shall be responsible for procuring, at its own cost, Workers' Compensation insurance in accordance with statutory requirements.~~

#### **4IV. PAYMENT AND AUDIT PROCEDURES**

A. -Payment of Vouchers: Amounts to be paid by the COUNTY for ~~services~~ assistance to veterans provided services to veterans in connection with this ~~agreement~~ Agreement shall be processed through the regular Accounts Payable system of the COUNTY.

1f. All vouchers submitted for payment by the VAC ~~or outside service providers~~ or outside service providers shall meet the requirements of the COUNTY accounts payable system.

2. ~~The payment of the vouchers submitted will be predicated upon the presumption that the individual(s) receiving assistance has/have been properly determined to be eligible under the program, and that administrative costs and salaries are properly allocated to the VAC Program.~~

2. ~~All payment assistance~~ All payment vouchers submitted through the accounts payable system must be accompanied ~~with by~~ with a signed statement of claim ~~(and/or original bill)~~. ~~Comments of such eligibility and cost allocation will be made during periodic audits of the program.~~ Comments of such eligibility and cost allocation will be made during periodic audits of the program.

3. The COUNTY shall reimburse, through the voucher process, any assistance or emergency claims paid directly by the VAC.

~~a. As part of its operating expenses, the VAC may budget and contract for an independent audit at such times that it deems necessary. Should the VAC procure such an audit, it will provide the County with a copy of the final Audit report upon its approval and acceptance by the VAC.~~

## **5V. GENERAL PROVISIONS**

A. TERM: This ~~TERM~~ his Agreement ~~greement~~ shall be in full force and effect commencing on the \_\_\_\_ day of \_\_\_\_, 2021 ~~\_\_\_\_, 2016~~ for a period of four years. This Agreement may be terminated by either party with or without cause by providing sixty (60) days written notice to the other party.

B. AMENDMENTS: A meeting between the COUNTY and the VAC ~~Commission should~~ shall ~~Commission should~~ be held annually ~~in the month of July in the month of July~~ to review this Agreement and the agreement and to discuss any changes required to effectuate the purpose and intent of the ACT. Act. Any amendments to this Agreement ~~agreement~~ must be made in writing, and approved by the authorizing ~~authorized~~ officials of the COUNTY and the VAC. Additionally, annually the VAC shall make a presentation to the COUNTY on the current functions, services and funding of the VAC.

C. It is mutually acknowledged by both parties that the VAC ~~eterans Assistance Commission is a separate non-Home Rule~~ Veteran's Assistance Commission as a unit of local government of the State of Illinois separate and apart from in the County ~~COUNTY of Winnebago, Illinois in the County of Winnebago, Illinois~~, and that persons engaged in the administration of veterans ~~veteran's~~ benefits are employees of the VAC ~~Veterans Assistance Commission Veterans Assistance Commission~~ and not of the COUNTY.

D. The Superintendent and other employees of the VAC are employees of the VAC and are not employees of the COUNTY. The VAC Superintendent and employees required to administer the VAC program shall receive compensation and benefits from the VAC as provided for in the ACT.

The VAC shall be responsible for paying from its Operational Expenses portion of its budget providing at its own cost, the **Workers' Compensation insurance in accordance with statutory requirements.**

~~D. This Agreement represents the entire agreement between the COUNTY and the VAC and supersedes all prior negotiations and representations, whether written or oral. None of the provisions of this Agreement may be waived, changed, or modified except by instruments in writing signed and agreed to by both parties hereto.~~

~~E.~~

F. This Agreement shall not be construed to supersede, waive, or otherwise limit the statutory rights, duties or authority granted to the ~~VAC Veterans Assistance Commission~~ **Veterans Assistance Commission** and the ~~County~~ **COUNTY of Winnebago** under the applicable federal law or state statutes, including, but not limited to, the State of Illinois Military Veterans Assistance Act. (330 ILCS 45/0.01 et. seq.) Nor is this Agreement a waiver by the ~~VAC Commission~~ **commission of or** the COUNTY of any of the duties or obligations of the ~~County~~ **COUNTY of Winnebago** or the ~~VAC Commission~~ **Commission** which may have been created as part of the ~~Commission~~ **VAC's** **Commission's** organization under the ACT.

~~F.~~

G. The laws of the State of Illinois shall govern this Agreement. Venue for the resolution of any disputes or enforcement of any rights pursuant to this Agreement shall be in the 17th Judicial Circuit Court of Winnebago County, Illinois.

G.

H. The invalidity or enforceability of any of the provisions of this Agreement shall not affect the validity or enforceability of the remainder of this Agreement.

H. ~~In the event of a dispute~~

I. ~~If In the event a dispute arises~~ between the COUNTY and the VAC ~~arises~~ under the arises under this Agreement, each party shall be responsible for its own attorney fees and court costs.

I

J. All notices, approvals, or other communications that either party desires or is required to give to the other party under terms of this ~~agreement~~ Agreement, shall be in writing and shall be considered to be properly given (i) if hand delivered by messenger, (ii) if mailed in the United States via certified or registered mail, postage prepaid, return receipt requested, (iii) if telefaxed, telegraphed, ~~or tele-copied or telecopied~~ during normal business hours, (iv) if delivered by reputable express carrier, prepaid the next business day after delivery to such carrier; or by electronic mail with a return confirmation that the electronic message was received by the user during normal business hours, addressed to such party as follows below. Either party may, at any time, give notice to the other party of a change of name, address, ~~telephone, or telephone~~ or facsimile number. Notice shall be given to the parties as follows:

COUNTY: County of Winnebago  
ATTN ~~Attn~~: County Administrator  
404 Elm Street, Rockford, Illinois 61101

VAC: ~~Winnebago County Veterans Assistance Commission~~  
~~Attn: Superintendent~~  
~~555 N. Court Street~~  
~~Suite 300~~  
~~Rockford, Illinois 62203~~

~~IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first indicated above by their duly authorized representatives.~~

COUNTY OF WINNEBAGO, IL



VETERANS ASSISTANCE COMMISSION  
VETERANS ASSISTANCE COMMISSION

~~Chairman of the County Board of the  
County of Winnebago, Illinois~~

~~\_\_\_\_\_~~  
Jack Philbrick

~~Chairman of the Veterans Assistance-  
Commission of Winnebago County, Illinois~~

Date: \_\_\_\_\_

Date: \_\_\_\_\_

~~ATTEST: \_\_\_\_\_ ATTEST:~~

~~Margie Mullins, Clerk of the County Board  
of the County of Winnebago, Illinois~~



VAC: Winnebago County Veterans Assistance Commission  
ATTN: Superintendent  
555 North Court Street  
Suite 300e  
Rockford, Illinois 62203  
Email: VAC@wincoil.us

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first indicated above by their duly authorized representatives.

“COUNTY”

“VAC”

COUNTY OF WINNEBAGO, IL

VETERANS ASSISTANCE  
COMMISSION

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_, 2021 Title: \_\_\_\_\_, 2021

ATTEST

ATTEST

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_, 2021 Title: \_\_\_\_\_, 202